



CITY OF BARABOO COMMON COUNCIL AGENDA

Council Chambers, 101 South Blvd., Baraboo, Wisconsin
Tuesday, November 10, 2020, 7:00 P.M.

This meeting is open to the public. With the health concerns regarding COVID-19, the public is strongly encouraged to view the meeting remotely by watching Channel 982. The City requires anyone appearing in person to wear a mask and practice social distancing.

Regular meeting of the City of Baraboo Common Council, Mayor Mike Palm presiding.

Notices Sent To Council Members: Wedekind, Kolb, Plautz, Kent, Petty, Ellington, Sloan, Kierzek, and Thurow

Notices Sent To City Staff, Media And Other Interested Parties: Interim Administrator Geick, Atty. Truman, CDA Dir. Cannon, Clerk Zeman, DPW Dir./Engineer Pinion, Finance Dir. Haggard, Fire Chief Stieve, EMS Chief Johnson, Library Dir. Bergin, Parks & Rec. Dir. Hardy, Police Chief Schauf, Street Super. Gilman, Utility Super. Peterson, Treasurer Laux, the Baraboo News Republic, WBDL, 99.7FM, Citizen Agenda Group, Media.

1. **CALL TO ORDER**

2. **ROLL CALL AND PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF PREVIOUS MINUTES** (*Roll Call*): October 27, 2020 & November 4, 2020

4. **APPROVAL OF AGENDA** (*Roll Call*)

5. **COMPLIANCE WITH OPEN MEETING LAW NOTED**

6. **PRESENTATIONS** (Attached is a report from the Sauk County Health Dept.)

- Kevin Stieve, Fire Chief would like Council to review the following website. This is the quickest and easiest way to see the data affecting Sauk County. Given the information from the last report, we may want to consider going back to TEAMS Meetings.
COVID-19 data - <https://coviddata-saukpublichealth.hub.arcgis.com/>
- Tony Gilman, Street Superintendent will present the Recycling Excellence Award to the City and discuss leaf and brush pickup.

7. **PUBLIC INVITED TO SPEAK** (*Any citizen has the right to speak on any item of business that is on the agenda for Council action if recognized by the presiding officer.*)

8. **MAYOR'S BUSINESS** - The Mayor would like to inform the public that Tyler Technologies who the city contracts with for assessing services will be conducting a revaluation of the city. Please do not be alarmed if you see someone taking photos. Assessors will be wearing yellow vests with the word "Assessor" on them. They will be walking and driving to take photos. Beginning November 16th photos will be taken and it should take approximately three weeks to complete.

9. **CONSENT AGENDA** (*Roll Call*)

CA-1...Approve the accounts payable to be paid in the amount of \$_____.

CA-2...Approve the appointment of Beth Persche to the Baraboo Economic Development Commission (BEDC) to fill the unexpired term of Haley Ryan serving until February 28, 2021.

10. NEW BUSINESS – RESOLUTIONS

NBR-1...Consider authorizing to sign an AIA Standard Short Form of Agreement with Joe Daniels Construction Co., Inc. for alterations to Fire Department and Alma Waite Annex in the amount of \$73,840. *(Stieve)*

NBR-2...Consider approving the 2021 Business Improvement District (BID) budget-operating plan and preliminary assessment and set the public hearing for November 24, 2020. *(Haggard)*

NBR-3...Consider authorizing to apply for the 2021 WisDOT Public Transit Assistance Program (PTAP) funding offered by the Federal and State for the City of Baraboo and the 2021 Federal Section 5311 Operating and Capital (Formula Grants for Rural Areas). *(Haggard)*

NBR-4...Consider approving Lead Service Replacement Program. *(Peterson)*

11. NEW BUSINESS – ORDINANCES

NBO-1...Consider revising §7.02(2)(b)2 the Official Traffic Map to provide for No Parking Any Time on; the both sides of Algonquin Drive from Draper Street east approximately 200 feet and on the west side of West Street from a point 150' north of 4th Avenue to a point 205' north of 4th Avenue, a distance of approximately 55 feet. *(Pinion)*

NBO-2...Consider Amendment of §10.06(6) of Municipal Code for storage of recreation equipment may be stored in a driveway for more than 48 hours so long as it does not cause a vision obstruction or violate any other local or state laws or ordinances. *(Truman)*

12. COMMITTEE OF THE WHOLE

Moved by _____, seconded by _____, to enter Committee of the Whole to discuss returning to remote meetings for all City Council meetings and other official City meetings for a date to be determined because of the rise of COVID-19 cases in the community.

Moved by _____, seconded by _____, to rise and report from Committee of the Whole and return to regular session. *(Roll Call)*

13. RETURN TO REGULAR SESSION

14. CLOSED SESSION

The Mayor will announce that the Council will go into Closed Session pursuant to §§19.85(1)(c) and 19.85(1)(e), Wis. Stats., to discuss the City Administrator position, a contractual employment position with the City of Baraboo and which involves the deliberation of the investing of public funds where competitive reasons require a closed session.

15. OPEN SESSION

The Mayor will announce that the Council will return to Open Session as per §19.85(2), Wis. Stats., to address any business that may be the result of discussions conducted in Closed Session.

16. ADMINISTRATOR AND COUNCIL COMMENTS *(Comments are limited to recognition of City residents and employees, memorials, and non-political community events; discussion of matters related to government business is prohibited.)*

17. REPORTS, PETITIONS, AND CORRESPONDENCE The City acknowledges receipt and distribution of the following:

- **Reports:** October, 2020 – Building Inspection, Airport

- **Minutes from the Following Meetings:**

Copies of these meeting minutes are included in your packet:

Finance.....10-27-2020

- **Petitions and Correspondence Being Referred:** None

For more information about the City of Baraboo, visit our website at www.cityofbaraboo.com

November 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
8	9	10	11	12	13	14
	*Park & Rec	*Finance *Council	Veterans Day			
15	16	17	18	19	20	21
	*SCDC *PFC	*Plan *Library	*BID	*Public Arts *Emergency Mgt *UW Campus		
22	23	24	25	26	27	28
		*Finance *Council	*Ambulance	Thanksgiving Day City Offices CLOSED	City Offices CLOSED	
29	30	1	2	3	4	5
	*Public Safety					

PLEASE TAKE NOTICE - Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires the meeting or materials at the meeting to be in an accessible location or format should contact the City Clerk at 101 South Blvd., Baraboo WI or phone (608) 355-2700 during regular business hours at least 48 hours before the meeting so reasonable arrangements can be made to accommodate each request.

**Council Chambers, Municipal Building, Baraboo, Wisconsin
Tuesday, October 27, 2020 – 7:00 p.m.**

Mayor Palm called the regular meeting of Council to order.

Roll call was taken.

Council Members Present: Wedekind, Kolb, Plautz, Kent, Petty, Ellington, Sloan, Kierzek, Thurow

Council Members Absent:

Others Present: Capt. Sinden, Clerk Zeman, Adm. Geick, Atty. Truman, C. Haggard, W. Peterson, T. Pinion, K. Stieve, members of the press and others.

The Pledge of Allegiance was given.

Moved by Ellington, seconded by Kent and carried unanimously to approve the minutes of September 29, 2020, October 13, 2020 & October 21, 2020.

Moved by Petty, seconded by Wedekind and carried unanimously to approve the agenda.

Compliance with the Open Meeting Law was noted.

PRESENTATIONS – None.

PUBLIC HEARINGS - The Mayor announced that this is the published date and time to hear public comment concerning:

- The City of Baraboo's intention to exercise its police power in accordance with §66.0703, Wis. Stats., to levy special assessments upon property on Draper Street for benefits conferred upon the property by the installation of new concrete sidewalk through existing asphalt driveways.

Larry Prust, 726 Naragansett Ave. spoke regarding these special assessments and the lack of notification of this project. He stated that he was told they could not be notified because of the COVID. He is upset that there was no notification prior to the work being done and no say in it.

Carla Phelps, 1921 Draper St spoke regarding these special assessments and also the lack of notification of this project. They have had a lot of construction in this area but no letters were ever received regarding the reconstruction of Draper St.

No one else spoke and the Mayor closed the Public Hearing.

PUBLIC INVITED TO SPEAK

Tom Kriegl, E13049 County Hwy W, spoke regarding the issues with COVID and the deaths that are related to COVID. A Baraboo police officer recently jeopardized his safety by failing to wear a mask when recently stopping him for not wearing his seat belt. He agrees that seat belts do save lives and while he is not disputing the seat belt ticket, he is disputing that the officer failed to wear a mask. He feels that officers should be protecting the citizen's safety by wearing a mask.

MAYOR'S BUSINESS

- The Mayor read the Domestic Violence Awareness Month Proclamation;
- The Mayor congratulated the following city employees on their upcoming November anniversaries;
 - Ben Brown, Water Foreman, 5 years
 - Jeremy Paske, Wastewater Plant Operator, 5 years
 - Zach Ott, Library Circulation Supervisor, 10 years
 - Anne Horjus, Library Youth Coordinator, 15 years

CONSENT AGENDA**Resolution No. 20-111**

THAT the Accounts Payable, in the amount of \$ 1,199,917.34 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

Resolution No. 20-112

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the following budget amendments are authorized:

- 3rd Quarter, 2020 City-Wide Supplemental Budget Amendments for \$1,119,351
- 3rd Quarter, 2020 City-Wide Budgetary Transfers \$138,685

**City of Baraboo
3rd Quarter Budget Amendments**

Department	Account Number	Account Name	Original Budget	Increase/ (Decrease)	Amended Budget
Ochsner Park House - Parks	890-52-49300-000	Fund Balance Applied	7,947	528	8,475
Ochsner Park House - Parks - Parks	890-52-55200-260-000	Repair & Maint Serv-Buildings	1,047	528	1,575
<i>To Approp Fund Bal for purchase of clothes washer</i>					
General Fund - General Government	100-10-49300-000	Fund Balance Applied	672,236	2,500	674,736
General Fund - Personnel/Safety - City Administrator	100-14-51430-215-000	Professional Services	3,000	2,500	5,500
<i>To Approp Fund Bal for purchase of clothes washer</i>					
Capital Projects - Engineering	430-30-43534-620	Local Road Improvements	-	425,000	425,000
Capital Projects - General Government	430-10-49120-000	Proceeds from Notes	1,771,880	425,000	2,196,880
Capital Projects - New Streets - Aidable - Engineering	430-30-57330-821-000	Land or Land Improvements	742,000	850,000	1,592,000
<i>To Appr Proceeds/grant funds for Draper St</i>					
General Fund - Fire	100-21-49300-400	Fund Balance Applied_Donations	6,112	49	6,161
General Fund - Fire	100-21-48500-400	Donations - Designated	2,065	5,110	7,175
General Fund - Fire Protection - Fire	100-21-52200-392-400	Small Equipment - Designated	3,020	5,000	8,020
General Fund - Fire Protection - Fire	100-21-52200-340-400	Operating - Designated	185	159	344
<i>To appropriate funds for extrication tool purchase</i>					
General Fund - City Administrator	100-14-49300-000	Fund Balance Applied	-	37,000	37,000
General Fund - City Administrator - Administration	100-14-51400-215-000	Professional Services	500	37,000	37,500
<i>To appropriate funds for Interim Administrator</i>					
TIF #8 - General Government	380-10-41120-000	Tax Increments	43,990	120	44,110
TIF #8 - Urban Development - General Government	380-10-56600-720-000	Grants. Donations. Contribs	7,600	120	7,720
<i>To appropriate increment for Broadway Rfnd</i>					
General Fund - General Government	100-10-43552-620	State Pandemic Aid	31,175	13,508	44,683
General Fund - Data Processing - General Government	100-10-51450-250-000	Repair & Maint Serv-Equipment	45,930	268	46,198
General Fund - Finance - City Treasurer	100-11-51520-392-000	Small Equipment Purchase	408	408	816

General Fund - Records & Support - Police	100-20-52130-250-000	Repair & Maint Serv-Equipment	30,000	7,853	37,853
General Fund - Fire Protection - Fire	100-21-52200-120-000	Wages	142,335	4,548	146,883
General Fund - Fire Protection - Fire	100-21-52200-130-000	Social Security	35,286	348	35,634
General Fund - Library - Library	100-51-55110-350-000	Repair & Maint Materials	3,700	83	3,783
<i>To appropriate COVID Routes to recovery aid</i>					
Capital Projects - General Government	430-10-49120-000	Proceeds from Notes	2,328,880	(132,000)	2,196,880
Capital Projects - General Government	430-10-49120-100	Proceeds from Notes - LOC	57,000	15,000	72,000
Capital Projects - Parks	430-52-43691-620	DNR Grant	186,183	152,567	338,750
Capital Projects - Parks - Parks	430-52-55200-821-000	Land or Land Improvements	770,354	35,567	805,921
<i>To approp addl revenue for riverwalk bridge overage</i>					
UW Campus - UW Campus	800-80-49300-000	Fund Balance Applied	-	110,000	110,000
UW Campus - UW Campus - UW Campus	800-80-55600-260-000	Repair & Maint Serv-Buildings	73,800	110,000	183,800
<i>To apply fund balance for building repairs</i>					
BID - BID	390-69-49300-000	Fund Balance Applied	-	5,000	5,000
BID - Community Development - BID	390-69-56700-300-972	Promotions	20,500	5,000	25,500
<i>To apply fund balance for Chamber contribution</i>					
General Fund - General Government	100-10-43552-620	State Pandemic Aid	13,508	31,175	44,683
General Fund - Data Processing - General Government	100-10-51450-250-000	Repair & Maint Serv-Equipment	46,125	73	46,198
General Fund - Finance - City Treasurer	100-11-51520-392-000	Small Equipment Purchase	658	158	816
General Fund - Fire Protection - Fire	100-21-52200-346-000	Uniforms	24,390	455	24,845
General Fund - Fire Protection - Fire	100-21-52200-120-000	Wages	130,904	15,979	146,883
General Fund - Fire Protection - Fire	100-21-52200-130-000	Social Security	34,039	1,595	35,634
General Fund - Elections - Finance	100-11-51440-814-000	Equipment Purchases	25,000	6,393	31,393
General Fund - Fire Protection - Fire	100-21-52200-122-000	Overtime	-	4,878	4,878
General Fund - Fire Protection - Fire	100-21-52200-131-000	Retirement	34,125	329	34,454
General Fund - General Government - Transfer to BID	100-10-59239-900-000	Cost Reallocation	-	305	305
General Fund - General Government - Transfer to Lib Seg	100-10-59285-900-000	Cost Reallocation	-	1,010	1,010
<i>To appropriate COVID Routes to recovery aid</i>					
General Fund - General Government	100-10-48400-000	Insurance Recoveries	5,470	9,116	14,586
General Fund - Parks - Parks	100-52-55200-260-000	Repair & Maint Serv-Buildings	13,195	6,006	19,201
General Fund - Parks - Parks	100-52-55200-280-000	Repair & Maint Serv-Facilities	23,766	3,110	26,876
<i>To approp ins proceeds for Langer Shelter damage</i>					
General Fund - Police	100-20-43525-611	Police Grant - Speed Enforcemt	1,800	6,489	8,289
General Fund - Police	100-20-43525-612	Police Grant - OWI	8,000	4,460	12,460
General Fund - Police	100-20-43525-613	Police Grant - Seatbelt	6,000	6,664	12,664

General Fund - Police Department - Police	100-20-52110-122-000	Overtime	71,506	13,943	85,449
General Fund - Police Department - Police	100-20-52110-130-000	Social Security	134,529	1,067	135,596
General Fund - Police Department - Police	100-20-52110-131-000	Retirement	307,508	<u>2,603</u>	310,111

To approp Police grants to increase OT

General Fund - Fire	100-21-48500-400	Donations - Designated	5,110	2,065	7,175
General Fund - Fire Protection - Fire	100-21-52200-392-400	Small Equipment - Designated	6,200	1,820	8,020
General Fund - Fire Protection - Fire	100-21-52200-390-400	Other Exp - Designated	-	60	60
General Fund - Fire Protection - Fire	100-21-52200-340-400	Operating - Designated	159	<u>185</u>	344

To appropriate Fire donations.

	\$
Net impact on all city-wide funds' budgets	<u>1,119,351</u>
	\$
Net impact on City's General Fund Only	<u>1,003,703</u>

Moved by Petty, seconded by Kent and carried that the Consent Agenda be approved-9 ayes.

ORDINANCES ON 2ND READING

Moved by Ellington, seconded by Wedekind and carried unanimously to approve the 2nd reading of **Ordinance No. 2563** revising §7.02(2)(b)2, the Official Traffic Map to provide that there shall be a parking stall marked for use by persons with a disability that limits or impairs the ability to walk at the following location: angle parking stall on south side of 4th Avenue, to located 15' east of the crosswalk immediately east of Birch Street.

Moved by Wedekind, seconded by Plautz and carried unanimously to approve the 2nd reading of **Ordinance No. 2564** amending §7.09(16), Reserved Parking for City Officials in the Alma Waite Annex parking lot located north of the Municipal Building.

NEW BUSINESS - RESOLUTIONS

Resolution No. 20-113

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the Employee Performance Appraisal Process & Pay Plan Implementation Policy is hereby adopted, with an effective date of January 1, 2021.

Moved by Ellington, seconded by Plautz and carried that **Resolution No. 20-113** be approved-9 ayes.

Resolution No. 20-114

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the Mayor or City Administrator and City Clerk are authorized to sign the building lease between the City of Baraboo and Baraboo District Ambulance Service (BDAS) for use of unoccupied space in the fire station located at 135 4th Street.

Moved by Petty, seconded by Ellington and carried that **Resolution No. 20-117** be approved-9 ayes.

Resolution No. 20-115

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the attached one-lot Certified Survey Map prepared by Vierbicher & Associates, Inc. is hereby approved and further,

THAT the dedication of land for the Man Mound Road right-of-way as shown on this Certified Survey Map is hereby accepted.

Moved by Wedekind, seconded by Plautz and carried that **Resolution No. 20-115** be approved-
9 ayes.

Resolution No. 20-116

**FINAL RESOLUTION AUTHORIZING PUBLIC IMPROVEMENT AND
LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITTED PROPERTY IN
BARABOO, WISCONSIN**

WHEREAS, the governing body of Baraboo, Wisconsin, held a public hearing in the Council Chambers of the City Hall at 101 South Blvd, Baraboo, WI 53913 at 7:00 p.m. on the 27th day of October, 2020 for the purpose of hearing all interested persons concerning the Preliminary Resolution and report of the City Engineer and preliminary assessments against benefitted properties on the proposed public improvements consisting of:

2020 Street Reconstruction and the 2020 Draper Street Reconstruction projects.
ASSESSMENT DISTRICT

New Sidewalk – That property lying on both sides of Draper Street between the southern intersection with Winnebago Circle and Bascom Hill Drive. 2020 Street Reconstruction Projects including sidewalk installation. The property to be assessed lies within the following described assessment district:

NOW, THEREFORE, BE IT RESOLVED, the City of Baraboo, Wisconsin, determines as follows:

The report of the City Engineer, a copy of which is on file in the office of the City Engineer is incorporated herein by reference as if fully set forth herein, and the plans and specifications and assessments set forth therein are adopted and approved.

The City Engineer supervised construction of the improvements in accordance with the report hereby adopted.

Payment for the improvements shall be made by assessing 100% of the City cost to the property benefitted as indicated in the report.

Assessments shown on the report represent an exercise of the police power and have been determined on a reasonable basis and are hereby confirmed.

Assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.

6. The assessments shall be paid to the City Treasurer in full within 30 days from the date of invoice, except that the following payment options are available:

- Pay in full within 30 days to avoid interest charges.

- 3-year installment agreement for assessments between \$500 and \$1,000. Pay 1/3 down within 30 days of date of invoice and sign an installment agreement. For sidewalk projects completed in conjunction with street reconstruction, the interest rate will be the prime lending rate at the time of the agreement plus 1½%. For sidewalk projects completed independent of street reconstruction, the interest rate will be the prime lending rate at the time of the agreement. Interest is charged starting 30 days after the invoice date and future installments will be entered on the tax roll for collection.
- 5-year installment agreement for assessments between \$1,000 and \$5,000. Pay 1/5th down within 30 days of date of invoice and sign an installment agreement. For sidewalk projects completed in conjunction with street reconstruction, the interest rate will be the prime lending rate at the time of the agreement plus 1½%. For sidewalk projects completed independent of street reconstruction, the interest rate will be the prime lending rate at the time of the agreement. Interest is charged starting 30 days after the invoice date and future installments will be entered on the tax roll for collection.
- 7-year installment agreement for assessments between \$5,000 and \$9,999. Pay 1/7th down within 30 days of date of invoice and sign an installment agreement. For sidewalk projects completed in conjunction with street reconstruction, the interest rate will be the prime lending rate at the time of the agreement plus 1½%. For sidewalk projects completed independent of street reconstruction, the interest rate will be the prime lending rate at the time of the agreement. Interest is charged starting 30 days after the invoice date and future installments will be entered on the tax roll for collection.
- 10-year installment agreement for assessments over \$10,000. Pay 1/10th down within 30 days of date of invoice and sign an installment agreement. For sidewalk projects completed in conjunction with street reconstruction, the interest rate will be the prime lending rate at the time of the agreement plus 1½%. For sidewalk projects completed independent of street reconstruction, the interest rate will be the prime lending rate at the time of the agreement. Interest is charged starting 30 days after the invoice date and future installments will be entered on the tax roll for collection.
- Financial Hardship. A property owner who has a household income which is 80% or less of the medium income in Sauk County based upon the current published figures, or who is not eligible for a Community Development Block Grant loan as stated above, shall be eligible to repay the City for the assessment at the rate of \$100 per year or 5% of the total assessment, whichever is greater, plus annual interest of 1% until paid. The Community Development Authority staff shall verify low-income eligibility and shall make a recommendation as to such eligibility to the City Council. If there is an outstanding balance at the time of sale or transfer of the property, except between spouses, the remaining balance shall become due. A property owner requesting financial hardship eligibility shall submit a copy of their most recently filed State of Wisconsin tax return if filed, or otherwise show proof of annual household income.

For each year ending in either 5 or 0, the property owner shall re-submit proof of financial hardship to the City. If the property owner continues to qualify under the policy guidelines, the hardship status will remain. If the property owner does not qualify, the remaining balance of the assessment shall be paid pursuant to an Installment Agreement, the term of which will be determined based on said remaining balance as outlined above.

- COVID-19 Deferral. A property owner who can demonstrate to the reasonable satisfaction of the City that their financial condition has been negatively affected by COVID-19 will still be eligible for the appropriate installment plan above, but the 1st payment will not be due until July 15, 2021.
- Balance on Tax Roll. If the property owner does not pay in full within 30 days from the invoice date or qualify for an installment plan, the entire balance will be placed on the next tax roll for collection with interest added at 1% per month.

In all cases, the deferral of payment shall become immediately due and payable to the City, without notice, if the property owner defaults in the payment of any installment for a period of 30 days following the specified due date thereof, or if the property owner shall transfer, sell or convey any legal or equitable interest in the lot or parcel subject to the special tax herein. If all or any part of any installment payment is not made in accordance with the terms of this resolution, the entire unpaid principal balance, together with the accrued interest thereon, shall at the City's option shall be deemed to be delinquent and said amount shall be extended upon the current or next tax roll as a delinquent special tax against the subject lot or parcel of land and immediately upon being placed on the tax roll as a delinquent special tax, interest shall accrue thereon at the then existing rate for delinquent taxes and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special packs.

7. The City The City Clerk shall publish this Resolution as a Class 1 notice under ch. 985, Stats., in the assessment district and mail a copy of this Resolution and a statement of the final assessment against the benefited property together with notice of installment payment privileges to every property owner whose name appears on the assessment roll whose post office address is known or can with reasonable diligence be ascertained.

Moved by Wedekind, seconded by Ellington and carried that **Resolution No. 20-116** be approved-9 ayes.

Resolution No. 20-117

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the purchase of a new Snap-On ProLink Edge from Snap-On Industrial with a purchase price of \$11,643.99 is hereby approved.

Moved by Petty, seconded by Kent and carried that **Resolution No. 20-117** be approved-9 ayes.

Resolution No. 20-118

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the following applications for funds from the City's Alma Waite Fund are approved for fiscal year 2021:

- | | | |
|----|---|---------|
| 1. | Al Ringling Theatre Friends – In the amount of: | \$1,706 |
| 2. | Baraboo Acts Coalition – In the amount of: | \$1,706 |
| 3. | Concerts on the Square – In the amount of: | \$1,706 |
| 4. | Oschner Park Zoo Sidewalk – In the amount of: | \$4,000 |

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the appropriate contracts on behalf of the City as required by §27.01(2)(f) of the Baraboo Municipal Code.

Moved by Ellington, seconded by Petty and carried that **Resolution No. 20-118** be approved-9 ayes.

COMMITTEE OF THE WHOLE

Moved by Petty, seconded by Kent and carried unanimously to convene as a Committee of the Whole to discuss the 2021 Utilities (Water, Sewer, and Storm) and Final Draft of City Budget.

W. Peterson presented highlights of the 2021 Water and Sewer budget which include:

- A request for a water rate increase from the Public Service Commission
- Hydrant Painting
- The meter loan will be paid off in 2021
- Combining main & service projects with the Street Dept. for two blocks of 4th Ave & one block of 7th St.
- Federal Funds for Lead Replacement Program
- Engineering cost for design and bidding of the rehabilitation of Hwy A water tower
- No rate increase for Sewer
- Equipment at the Sewer Plant:
 - Replace safety equipment
 - Install odor control equipment
 - Mechanical bar screen replacement
- Connect Water Resource Recovery Facility to City Fiber network
- Increase sewer main maintenance

C. Haggard present the final draft of the City Budget. The last step in the budget is the Expenditure Restraint. This is a program that we participate in where we get money from the state if we stay within a certain statutory limit. We met this challenge this year with an excess of \$376,300. C. Haggard recommends that we take this \$376,300 and add it to the budget so that next year she has a higher number for the 2022 budget. This money will come from the Fund Balance and will dip into the 25% reserve; however, this money is still a reserve and will be considered a contingency. There are no plans to spend this \$376,300 in 2021.

Moved by Wedekind, seconded by Kent to reconvene into regular session.

CLOSED SESSION

The Mayor announced that the Council will go into Closed Session pursuant to §§19.85(1)(c) and 19.85(e), Wis. Stats., to conduct an interview of the candidate for the position of City Administrator, a position that because this is a contractual position with the City, which involves the deliberation of the investing of public funds where competitive reasons require a closed session.

Moved by Wedekind, seconded by Petty to go into Closed Session.

Council Members Present: Wedekind, Kolb, Plautz, Kent, Petty, Ellington, Sloan, Kierzek, Thurow
Council Members Absent:
Others Present: Mayor Palm, Clerk Zeman, Atty. Truman

OPEN SESSION

The Mayor will announce that the Council will return to Open Session as per §19.85(2), Wis. Stats., to address any business that may be the result of discussions conducted in Closed Session.

Moved by Wedekind, seconded by Petty to return to Open Session.

ADMINISTRATOR AND COUNCIL COMMENTS– None.

REPORTS, PETITIONS, AND CORRESPONDENCE

The City officially acknowledges receipt and distribution of the following:

- **Reports:** September, 2020 – Treasurer, Fire Dept.
3rd Qtr. City General Fund Financial Report
- **Minutes from the Following Meetings:**

Finance/Personnel Committee–Dennis Thurow Committee Room, #205**October 13, 2020****Members Present:** Petty, Sloan, Kent**Absent:****Others Present:** Mayor Palm, Adm. Geick, Clerk Zeman, C. Haggard, T. Pinion, K. Stieve, Atty. Truman

Call to Order –Ald. Petty called the meeting to order at 6:00p.m. noting compliance with the Open Meeting Law. Moved by Kent, seconded by Sloan to approve the minutes of September 22, 2020 and carried unanimously. Moved by Kent, seconded by Sloan to approve the agenda and carried unanimously.

Action Items

- a) **Accounts Payable** – Moved by Sloan, seconded by Kent to recommend to Council for approval of the accounts payable for **\$548,817.53**. Motion carried unanimously.
- b) **2021 Preliminary Budget** – The Committee reviewed the 2021 preliminary budget summary. Moved by Sloan, seconded by Kent to recommend to Council for action. Motion carried unanimously.
- c) **City Property Insurance** – C. Haggard explained that we are at the end of a 3-year contract with Don Rick Insurance. There were two agencies that responded to the request for bids. C. Haggard's recommendation is going with Municipal Property Insurance Company, MPIC at \$66,554. Moved by Kent, seconded by Sloan to recommend to Council the contract with MPIC for action. Motion carried unanimously.
- d) **TID Funds** – C. Haggard stated that any time a fund is created, merged, or terminated, it is to be done with Council approval. Because of the creation of the new TID #10 and TID #11, she is requesting the authority to create these new funds. Moved by Sloan, seconded by Kent to recommend to Council for action. Motion carried unanimously.
- e) **Library Building Fund** – This mirrors what was done with the new Municipal Building. Moved by Kent, seconded by Sloan to recommend to Council for action. Motion carried unanimously.
- f) **Alma Waite Fund Policy** – Every year the City receives requests for Alma Waite Funds. Typically we would look at the Fund Balance from the previous year and project the year end. The Alma Waite Fund did not earn enough interest this year to support the awards that were granted. Because of COVID-19, some of the events were cancelled and therefore, the money was not paid out. Moved by Sloan, seconded by Kent to recommend the Alma Waite Fund Policy to Council for action. Motion carried unanimously.
- g) **Actuarial Agency Services** – C. Haggard is requesting a 4-year contract for these services. Three agencies did respond to the request for bids. C. Haggard recommends contracting with Key Benefit Concepts at \$9,130 for a 4-year contract. Moved by Sloan, seconded by Kent to recommend to Council the contract with Key Benefit Concepts for action. Motion carried unanimously.
- h) **Employee Policy** – E. Geick explained that this policy has been reviewed by the Department Heads. It doesn't change the bottom line but it does simplify the process and the evaluation forms. Moved by Kent, seconded by Sloan to recommend the updated Employee Performance Appraisal Process and Pay Plan Implementation Policy to Council for action. Motion carried unanimously.
- i) **COVID-19 Testing Reimbursement** – Chief Stieve explained that Sauk Co. Public Health reimbursement is a set dollar amount for every COVID-19 test that is administered properly. It was decided that the City would receive the money and then within 30 days, provide 50% of the funds to the BDAS. Moved by Sloan, seconded by Kent to recommend to Council for action. Motion carried unanimously.
- j) **DNR Grant**- This is a 50/50 grant with the WI Dept. of Natural Resources for a fire protection grant. The Fire Dept. is looking at purchasing some new battery operated power chain saws, firefighting foam, and updating 5 pagers. The City's match is \$1,587.00. Moved by Sloan, seconded by Kent to recommend to Council for action. Motion carried unanimously.

Information Items – None.**Adjournment** – Moved by Sloan, seconded by Kent and carried to adjourn at 6:28pm.**Minutes of the Public Safety Committee Meeting****August 31, 2020****Members Present:** Phil Wedekind, Tom Kolb, and Mike Plautz. **Others Present:** Kevin Stieve, Tom Pinion, Wade Peterson, Mark Schauf, Mr. & Mrs. Andy Anderson, and Kris Jackson.

Call to Order - Committee Chairman Phil Wedekind called the meeting to order at 1:00 P.M. at Baraboo City Service Center. Compliance with the Open Meeting Law was noted. It was moved by Kolb, seconded by Wedekind to approve the agenda as posted. Motion carried unanimously. It was moved by Plautz, seconded by Kolb to approve the minutes of the July 13, 2020 meeting. Motion carried unanimously.

New Business

- a. **Consider request by Andy Anderson to allow a connection to the City's water main for his 40-acre parcel located on the south side of Trap Shoot Road approximately a ¼ mile east of CTH A in the Town of Fairfield** – Pinion said what prompted this was the landfill having contaminated groundwater, so anyone that had a private well was authorized to connect to the City's

water service. He said that anyone beyond the designated areas, the ordinance has to be amended to include the property as areas that can be served. He said by statute is you live within ¼ mile of a landfill, active or inactive, you cannot drill a new private well. Pinion said Anderson is just outside of the ¼ mile, and because there was documented, questionable groundwater in the two locations nearest to Anderson, rather than taking a chance drilling a private well, he is requesting to connect to the City water. Pinion said that this would be a simply connection, and the owner would be fully responsible for the cost to connect. It was moved by Kolb, seconded by Plautz to recommend amending the ordinance to allow a connection to the City's water main as requested by Andy Anderson. Motion carried unanimously.

- b. Consider revising Section 7.09(2) of the Municipal Code of Ordinances to add a No Parking on southerly 50 feet of West Street between 2nd Avenue and the alleyway south of 2nd Avenue – Pinion said that the south end of West Street is routinely parked with cars or trailers on both sides of the street directly across from the alley and north of it. He said that this makes it extremely difficult for garbage and recycling trucks, as well as snowplows to get down the alley. Schauf does not have a problem with this as long as the homeowner is notified. It was moved by Kolb, seconded by Plautz to recommend revising the ordinance to add No Parking on the southerly 50 feet of West Street between 2nd Avenue and the alleyway south of 2nd Avenue. Motion carried unanimously.
- c. Consider restricting access to the Brush Site on the south end of Briar Street – Pinion said that staff would like to improve operations here and minimize the cost to the City. He said that this is a service that citizens like; the fact that we provide curbside collection should be the premium service, the gold standard. He said having this site open just makes it available to everybody and anybody who wanders by, either intentionally, or unintentionally so we get a wealth of extra material there from non-Baraboo residents. It is difficult to run down violators and the mound builds. He said the City just spent \$10,000 to hire someone to shred it down to mulch, and unfortunately, there is no demand for mulch. Wedekind and Plautz would hate to give this up for the citizens. Plautz suggested installing a gate on either side of entrances, and possibly restricting the hours that it is open. He said another possibility would be to close the entire site from November to March to coincide with the City brush pickup schedule. Pinion said that this is for the brush site only, the compost, asphalt rubble and concrete rubble would remain as exists. Pinion said that staff is trying to do something to control costs and improve operations without burdening the residents. Wedekind felt that we would have to ramp up the brush pickup to possibly twice a month. Pinion said that the department normally picks up after a storm. Kolb was interested in Plautz's proposal for gates. Kolb suggested gating each entrance to the site and possibly pay an employee an extra hour and one-half and close the site at 6:00. It was Pinion's suggestion to close it during business hours and see what type of feedback is given. Wedekind felt that a possibility would be open it for four hours on a Saturday and staff it. Pinion said the City pickup is the last week of the monthly, it could be a possibility to staff the brush site on the 2nd Saturday from 8:00 a.m. to 4:00 p.m., and it could be chipped as it was brought in. Pinion said that it would be a steep learning curve for residents. Wedekind asked what the penalty for dumping was and Schauf stated \$213.00, including court costs. Attorney Truman said that the City's take is only \$60.00. Pinion said that Gilman is suggesting starting on October 31. Kolb felt that if the City closed the site on a trial basis, brush should be picked up twice a month. Pinion said that as of October 31 the site would only be open on the week that brush is collected from 7:00 a.m. to 3:30 p.m., and then if possibly a Saturday. He said that if there was too much brush to be picked up, possibly go to twice a month pickup. Pinion said that he would like to keep as much the same as possible, if it got too overwhelming with once a month pick up, then either staffing the site during the week, or adding a second curbside pickup would have to be seriously be thought about. Schauf said that he understands Gilman's position, but it will be a hornet's nest. Pinion said that Gilman's feels that as much as 40% of the people using this site are non-City residents; therefore, the \$10,000 per year would drop to \$6,000, unless the City collects it and chips it curbside, then it drops to zero. Plautz is in favor of collecting brush curbside the last week of the month and leaving the site open that same week for residents to bring brush in. Wedekind is in favor of leaving everything the way it is at this time, or trying it on a trial basis. Pinion said that Gilman does not expect there to be any more brush generated by closing the site. Pinion said closing the site as of October 31 would give staff two months to educate the residents. Kolb said that the information has to emphasize that the brush has to be out, ready for pickup on Monday morning. After more discussion, it was moved by Kolb, seconded by Plautz to keep curbside pickup on the last full week of each month April through October, and to close the brush site effective November 1, 2020. Motion carried unanimously.
- d. Consider Fire Departments request to purchase a used inflatable Zodiac boat from the Sauk County Sheriff's Dept. – Stieve said that the Sheriff's Department purchased this item on Craig's List. He said that he talked to the Sheriff about going in half on the purchase, but he did not want to do so. He said that this item is not a budgeted item; however, there is money available for the purchase. It was moved by Kolb, seconded by Plautz to approve the purchase of a used inflatable Zodiac boat from the Sauk County Sheriff's Department. Motion carried unanimously.
- e. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for July and August, 2020 – It was moved by Plautz, seconded by Kolb to approve the monthly billing adjustments/credit for Sewer and Water Customers for July and August, 2020. Motion carried unanimously.

Informational Items

- a. Video Presentation of the Wisconsin DOT's Virtual Public Informational Meeting for the upcoming STH 33 Reconstruction Project – The Committee watched the Virtual Public Information Meeting.
- b. Discuss potential for eliminating access to STH 33 for certain private driveways and/or public streets - Pinion said that as part of the DOT's design process, the general rule of thumb is to minimize the number of access points along the corridor, especially for properties with multiple driveways. Driveways to be eliminated would be one from Viking, one from Kwik Trip, and one from East and 8th Street. He said that he was looking for informal feedback from the Committee regarding the potential elimination of access to 8th Street from Warren Street and Wood Street. He said that they are three-way intersections with relatively low volume on the side street. Schauf said that the one challenge with Wood is that there is a crossing there, so

that would eliminate it. Pinion said that the crossing would be move somewhere else. Kolb asked the possibility of making Wood and Warren and right turn in and right turn out only, which Pinion said is a restricted access as opposed to eliminating it, which could be a possibility. Schauf said that mostly Police officers use Wood Street in order to do radar.

Reports

- a. Utility Superintendent's Report
 - i. Staffing updates – Nothing to report.
 - ii. Project updates – Peterson said Oak Street Booster Station is done for the most part. He said that they are going to try to contact three or four more people with lead services to try to burn up the grant. He said on Wednesday he would be attending a DNR Webinar on funding for 2021. He said the utilities, and the curb and gutter are done on Mound Street, and the final shaping is being done. He said that service disconnections would begin on October 6.
 - iii. Water Rate Study – Peterson said the application was submitted on August 25, the rough projections are a 53% increase. He said that they are a long way from seeing how true that number will be. Jan and Jessica did a great job completing the application, not many systems our size can complete the application in-house.
- b. Street Superintendent's Report
 - i. Staffing Updates - Nothing to report.
 - ii. Equipment Updates – Pinion said the department got delivery of the chassis for the plow truck ordered this year so it is at Universal Equipment getting the plow and box installed.
 - iii. Monthly Report on Public Works Department – No report in packet.
 - iv. Project updates - Pinion said the Department has been busy, all projects that the department was going to self-perform, alleys included, and some of the significant intersection that were tackled are all done. He said the remaining pavement to be done is on the Camp Street alley, which will be approximately three week when Gasser is back in town to pave Draper.
- c. Police Chief's Report
 - i. Update on COVID 19 police response – No specific report.
 - ii. Staffing Update – Schauf said that there a two opening at this time. He said that there is one subject, who is actively involved, but he was pulled for the reserves; therefore, he is holding it open out of respect for his service to our Country. He said that Kathy Klein was hired to fill the Community Service Officer's position.
 - iii. Case/Response Update – Schauf said that the Department is live now with their new records management, which gives them some unique tools, they are able to pull a lot more data than they ever have before. He is hoping to have a report for the Committee next month; they are still learning the system. He said the department is dealing with a couple of nuisance properties one on 1st Street and one on 11th Street. Schauf said that the Department is prepared for the in-person start to the school year. He said that they are anticipating many issues have gone unreported and mental health of the kids and staff will be challenged. He said there would also be issues with parking and the construction of Draper Street that the Department will be dealing with. Schauf informed the Committee that a request would be going to Admin Committee to add domesticated ducks and quail to the Chicken ordinance. He said two different parties have made requests, so it will be reviewed and possibly seen at Council. He said that he is going to try to start report use of force because it is such a prevalent issue within our community. He said that if there any major uses of force he plans to report them not only to the Police & Fire Commission, but also to the PSC. He said that any use of force above handcuffing is reviewed. He said that every one of the police officers within the last month have done a word for word policy review and trained on incident responses and the use of BWC. Kolb commended Schauf in the current atmosphere all the officers going with force policy training.
- d. Fire Chief's Report
 - i. Monthly Incident Report – Stieve said that the report was in the Committee's Council Packet.
 - ii. Staffing Update – Stieve said there are currently 33 minus one on military leave. He said that two more have been hired, and three more are in the process, they will be interviewed tomorrow evening, and one of those will have to go through the physical ability test.

ADJOURNMENT – It was moved by Kolb, seconded by Plautz to adjourn at 2:30 p.m. Motion carried.

Baraboo Economic Development Commission Meeting Minutes

September 3, 2020

- I. **Call Meeting to Order and Note Compliance with Open Meeting Law**
Chairperson Cafilisch called the meeting to order at 5:31 PM at the Baraboo Municipal Building, Room 205, 101 South Blvd., Baraboo, WI. The meeting was noticed in conformance with Wisconsin State Statutes regarding open meetings.
- II. **Roll Call of Membership**
Present: Cafilisch, Wastlund, Bowers, Palm, Ryan, White
Absent: Johnson, Ayar, Mueller, Taylor, Walczak
Other: Patrick Cannon
- III. **Approve Minutes**
Motion to approve the minutes for August 6, 2020
Palm (1); White (2)
Aye: All via voice vote

Nay: None

IV. Approve Agenda

Motion to approve the agenda as presented

White (1); Bowers (2)

Aye: All via voice vote

Nay: None

V. Presentation

None

VI. Action Items

None

VII. Information/Discussion Items

a. Updates on Development Activities

- Mayor Palm updated on the following:
 - The City is conducting a search for the City Administrator position
 - TIF #10 & 11 are being created
 - City sold a small lot to Driftless Glen for a new building
 - The City has started the budget process
 - The Equalized Value for the City increased by 8%
 - A concept plan has been submitted for the corner of Park & 8th St.
 - The City is in discussion regarding a potential EDA grant
 - Motion: To recommend that the City pursue this grant opportunity
- Wastlund (1); Shite (2)
Aye: All
Nay: None
- City kayak launch has been completed
 - They are looking at extending the Great Sauk Trail through Baraboo
 - The State DOT will be reconstruction sidewalk ramps on HWY 113 & 136 in 2020 & 2021.

b. Updates from Commissioners and their representative entities

- Ms. Caflisch – The Chamber had to reduce personnel due to Covid. Hotel Tax is down
 - Real Estate market is strong
 - Hotel Study has been completed
- Ms. Ryan – they have not been able to meet due to Covid
- Mr. Bowers – The Village has received some inquiries about development on Old HWY 12
- Mr. White – SCDC is planning a Drive Thru Job Fair on October 1. Location to be determined. CARES Act funding is still available
- Ms. Wastlund – CDA is working on budgets, TIF districts and repositioning for Corson Square

c. Continued discussion on housing options for possible future recommendation to City Council

BEDC would like to continue to explore options for the City

d. Review and discuss 2020 goals for BEDC

The Board was asked to think of goals for 2020/2021 for next meeting

Housing

EDA Grant with potential study of South Blvd area.

e. Review and discuss BEDC tour schedule of local businesses

No tours were announced

Looking at a potential Business Walk event in 2022

Would like to look at Zoom meetings for tours

VIII. Adjournment

Motion to adjourn the meeting was made at 6:53 pm.

Bowers (1); White (2)

Aye: All via voice vote

Nay: None

Administrative Committee

September 8, 2020

Present: Alderpersons John Ellington, Heather Kierzek & Kathleen Thurow

Absent: None

Also Present: Mayor, Mike Palm; Finance Director, Cynthia Haggard; Police Chief, Mark Schauf; City Clerk, Brenda Zeman; and City Attorney, Emily Truman.

Citizen Present: None

The meeting was called to order by Chairman John Ellington at 8:00AM CST., with roll call and noting compliance with the Open Meetings Law.

Motion by Thurow to approve the minutes of August 3, 2020, seconded by Kierzek and unanimously carried.

Motion by Thurow to approve the agenda, seconded by Kierzek and unanimously carried.

Consider application for keeping chickens – Mariah Phillips

Zeman mentioned this application was brought to the Committee at the last meeting. It was held over until the owner gave permission, since the applicant was a tenant. An approval from the owner was part of today's packet. Thurow pointed out that the approval given did not match the name on the application.

Motion to postpone the application until the October meeting and have staff obtain documentation from the owner by Thurow, seconded by Kierzek and unanimously carried.

Consider application for keeping chickens – Andrew Lombard

Thurow mentioned that the application was incomplete.

Motion to postpone the application until the October meeting and have staff obtain a complete application from the applicant by Kierzek, seconded by Thurow and unanimously carried.

Consider Liquor License Change of Agent for Casey's General Store to Anthony Hawks

Motion to approve and move on to Council the liquor license change of agent for Casey's General Store to Anthony Hawks by Kierzek, seconded by Thurow and unanimously carried.

Discussion Item: Citizen's request to add domestic ducks and/or quail to permitted fowl in Chapter 29.13

Chief Schauf began with stating that as part of enforcement of the Chicken Ordinance, his Community Service Officer was out and observed ducks in someone's yard. The Officer had a conversation with the resident and was told that the ducks are pets and used for duck eggs. The Officer informed the resident that the ducks were not allowed per Ordinance. Chief Schauf received the letter included in this packet. After the receipt of the letter, Chief Schauf received a call requesting quail be added to the Ordinance.

Chief Schauf asked the Committee if they would like to see additions to the animal code that allows for the keeping of any fowl that could create a food source (eggs).

Kierzek questioned the size of the coop for ducks and if the size would need to change. Thurow raised a concern about the water needed for ducks. Chief Schauf responded that it comes down to noise, smell and safety of the animals. Mayor Palm added a suggestion to contact other communities to see what Ordinances they have related to fowl.

Motion by Thurow to direct staff to check other communities to see if they have an Ordinance for chickens, ducks and quail, seconded by Kierzek and unanimously carried.

Discussion Item: Section 29.13(2)(d) of the Chicken Permit Ordinance

City Attorney Truman responded to questions raised at the last meeting to possibly amend the Ordinance. She asked for direction from the Commission about the coop sizes that would allow for some flexibility. Truman continued with provided an example: Let's say coop size starts out at six chickens, then five die. Does it make sense to have the resident downsize the coop?

Thurow suggested waiting until they found out about the ducks being added before recommending changes.

Motion to direct staff to investigate other communities to see what they are doing for the size of their coops by Kierzek, seconded by Thurow and unanimously carried.

Member comments

The next meeting will be Monday, October 5, 2020 at 8:00AM CST. Meeting location will be 101 South Boulevard.

Motion to adjourn by Thurow, seconded by Kierzek and unanimously carried. Meeting adjourned at 8:19AM CST.

Administrative Committee

October 5, 2020

Present: Alderpersons John Ellington, Heather Kierzek & Kathleen Thurow

Absent: None

Also Present: Mayor, Mike Palm; Finance Director, Cynthia Haggard; Police Captain, Rob Sinden; City Clerk, Brenda Zeman; and City Attorney, Emily Truman.

Citizen Present: Brian Tegan @ 2125 Surrey Lane

The meeting was called to order by Chairman John Ellington at 8:00AM CST., with roll call and noting compliance with the Open Meetings Law.

Motion by Thurow to approve the minutes of September 8, 2020, seconded by Kierzek and unanimously carried.

Ellington sought a motion to accept the original agenda. Motion by Kierzek to approve the original agenda, seconded by Thurow and unanimously carried.

Consider application for keeping chickens – Mariah Phillips

Zeman mentioned that this application was brought to the Committee at the last meeting. It was held over until the owner gave permission, since the applicant was a tenant. An approval from the owner was part of today's packet.

Motion to approve the application for keeping chickens for Mariah Phillips by Thurow, seconded by Kierzek and unanimously carried.

Consider application for keeping chickens – Andrew Lombard

Zeman mentioned this application was brought to the committee at the last meeting. She also reminded the Committee that staff was to attempt to obtain a completed application. Zeman continued to inform the Committee that she attempted to obtain a completed application to no avail.

Motion to deny the application for keeping chickens for Andrew Lombard by Thurow, seconded by Kierzek and unanimously carried.

Consider application for keeping chickens – James Dyer

Zeman indicated that this application is new and is being brought to the Committee, because there was a complaint submitted from a neighbor. The application and the copy of the complaint letter was attached to the agenda.

Thurow stated she visited the site and was concerned about the chickens being overcrowded. Ellington questioned if the Police Department should go back out to see if the coop meets the size requirements. Captain Sinden mentioned he would go back out to the location to see if the chicken coop is in violation of the Ordinance. Ellington added that when he went out there, it was feeding time and chickens crowd each other at the front of the coop. He also thought it looked like the coop met code requirements, and the chickens had a run in the back.

Motion to delay the application so that the Police Department may have a chance to see if the coop meets the Ordinance's size requirement by Thurow, seconded by Kierzek and unanimously carried.

Discussion Item: Consider changing Code 10.06, "Junk, Certain Vehicles, Recreational Equipment and Firewood"

Kierzek was contacted by Brian Tegan @ 2125 Surrey Lane about the ability to park campers in driveways while alternate side parking is in effect. This action would keep citizens from having to store the campers in the winter. Kierzek continued that she didn't see that there was a safety reason for the language in the Code.

Tegan mentioned the reason this issue is being raised is that someone complained about his new camper being in the driveway. He was told by an Officer that he would have to move it to the street, then back into the driveway or that he could park it in his back yard. He doesn't have room on the side of his house for the latter. He added that there would be a safety concern with parking it on the Street. Kids may not be able to see around the camper. His request was that if the Code couldn't change, perhaps issue waivers for special situations.

Sinden interjected that he felt it would be safer to have the camper on the driveway as opposed to the street.

Direction was given by the Committee to have staff provide different variations for the Code.

Discussion Item: Discuss a citizen's request to add domestic ducks and/or quail to permitted fowl in Chapter 29.13, "Chicken Permit."

Truman began with letting the Commission know that she had the CSO look into this matter, and the CSO received feedback from the Humane Society and other Animal Welfare Groups. Ducks and quail are pretty much considered the same as chickens in terms of being able to be kept; the requirements for keeping them are similar. Truman contacted other municipalities and found that other municipalities allow ducks and quails. Truman offered that If the Committee is inclined to allow ducks and quails that the Commission direct staff to come back with an actual composed Ordinance for the Commission to review.

Direction was given by the Committee to have staff provide a draft Ordinance.

Member comments

The next meeting will be Thursday, October 8, 2020 at 8:00AM CST. Meeting location will be remote and Room C205 will be available for citizens who may want to attend in person.

Motion to adjourn by Kierzek, seconded by Thurow and unanimously carried. Meeting adjourned at 8:22AM CST.

Baraboo BID Business Development Meeting Minutes

9/11/2020

Present Members: T. Sloan, S. Sloan, M. Yount, A. Adams

Absent Members: na

Chairperson Sloan called the meeting to order at 2:02 pm

Adoption of Agenda: A. Adams/S. Sloan

Old Business

None

New Business

1. Discuss 2020 Budget
Continue with our social media workshops
2. Create 2021 Budget
Focusing our efforts on web development topics
Propose a 2021 budget of \$3250
Motion to approve: A. Adam/M. Yount

Motion to adjourn at 2:26 p.m. by M. Yount/S. Sloan

TID Joint Review Board**July 30, 2020**

Present: City of Baraboo & JRB Chairperson, Phil Wedekind; Baraboo School District, Kevin Vodak; Sauk County, Elizabeth Geoghegan; Madison Area Technical College, Dr. James Falco; Public Member, Stewart Koehler

Absent: None

Also Present: Interim City Administrator, Ed Geick; Executive Director Community Development Authority, Pat Cannon, Assistant Fire Chief, Mark Willer; City Finance Director, Cynthia Haggard; City Engineer, Tom Pinion

Citizen Present: None

The meeting was called to order by JRB Chairperson Phil Wedekind at 11:00AM CDT., with roll call and noting compliance with the Open Meetings Law.

Moved by Koehler to approve the minutes of July 16, 2020, seconded by Dr. Falco and unanimously carried.

Motion by Koehler to approve agenda, seconded by Geoghegan and unanimously carried.

JRB Resolution 2020-01, Tax Incremental District Standard Extension Resolution TID 7

Motion by Dr. Falco to approve JRB Resolution 2020-01, Tax Incremental District Standard Extension Resolution TID 7, seconded by Geoghegan with roll call and unanimously carried.

JRB Resolution 2020-02, Tax Incremental District Technical College Extension Resolution TID 7

Motion by Geoghegan to approve JRB Resolution 2020-02, Tax Incremental District Technical College Extension Resolution TID 7, seconded by Dr. Falco with roll call and unanimously carried.

JRB Resolution 2020-03, Tax Incremental District Standard Extension Resolution TID 8

Motion by Dr. Falco to approve JRB Resolution 2020-03, Tax Incremental District Standard Extension Resolution TID 8, seconded by Geoghegan with roll call and unanimously carried.

JRB Resolution 2020-04, Tax Incremental District Technical College Extension Resolution TID 8

Motion by Dr. Falco to approve JRB Resolution 2020-04, Tax Incremental District Technical College Extension Resolution TID 8, seconded by Geoghegan with roll call and unanimously carried.

Cannon presented information about the need to create TID 10 and TID 11.

Discuss next meeting date and time to consider prospective creation of TID 10 Overlay of TID 8 and TID 11 Overlay of TID 7

The Board agreed upon the next meeting being August 27, 2020 at 11:00AM CDT. The meeting location will be Council Chambers at 101 South Boulevard, and will have remote capability available through Microsoft Teams.

Motion by Geoghegan to adjourn the meeting, seconded by Dr. Falco, meeting adjourned at 11:14AM CDT.

TID Joint Review Board**August 27, 2020**

Present: City of Baraboo & JRB Chairperson, Phil Wedekind; Baraboo School District, Kevin Vodak; Sauk County, Elizabeth Geoghegan; Madison Area Technical College, Linda Spencer; Public Member, Stewart Koehler

Absent: None

Also Present: Interim City Administrator, Ed Geick; Executive Director Community Development Authority, Pat Cannon, City Finance Director, Cynthia Haggard; City Engineer, Tom Pinion; Ehlers, Dawn Gunderson

Citizen Present: None

Tax Incremental Districts NO. 10 & 11 Creations:

The meeting was called to order by JRB Chairperson Phil Wedekind at 11:00AM CDT., with roll call and noting compliance with the Open Meetings Law.

Consideration and appointment and/or reaffirmation of the Joint Review Board's Public Member

Motion by Geoghegan to reaffirm Stewart Koehler as the Joint Review Board's Public Member, seconded by Vodak with roll call and

unanimously carried.

Election and/or reaffirmation of Chairperson

Motion by Koehler to reaffirm Phil Wedekind as the Chairperson, seconded by Geoghegan with roll call and unanimously carried.

Discuss responsibilities of the Joint Review Board

Dawn Gunderson from Ehlers shared with the Board what their responsibilities are related to the creation and amendments of Tax Incremental Districts.

Discuss & review project plans

Dawn Gunderson from Ehlers provided a presentation for the creation of TID 10 and TID 11. The presentation included preliminary maps of the proposed Districts, equalized value tests, maps showing proposed improvements and uses, detailed list of estimated project costs and other schedules.

Tax Incremental Districts NO. 11 Amendment:

Consideration and appointment and/or reaffirmation of the Joint Review Board's Public Member

Motion by Vodak to reaffirm Stewart Koehler as the Joint Review Board's Public Member, seconded by Geoghegan with roll call and unanimously carried.

Election and/or reaffirmation of Chairperson

Motion by Vodak to reaffirm Phil Wedekind as the Chairperson, seconded by Stewart with roll call and unanimously carried.

Discuss responsibilities of the Joint Review Board

Dawn Gunderson from Ehlers reminded the Board that she covered the responsibilities in under the creation of the TID 10 and TID 11.

Review and discuss project plan amendment

Dawn Gunderson from Ehlers provided a presentation for TID 11 project plan amendment. The presentation included an executive summary, equalized value test, detailed list of estimated project costs, economic feasibility study, annexed property, estimate of property to be devoted to retail business, proposed changes of zoning ordinances, master plan, map, building codes and city Ordinances and other schedules.

Set the next meeting date and time

The Board agreed upon the next meeting being October 7, 2020 at 11:00AM CDT. The meeting location will be Council Chambers at 101 South Boulevard, and will have remote capability available through Microsoft Teams.

Motion by Geoghegan to adjourn the meeting, seconded by Koehler, meeting adjourned at 11:41AM CDT.

• **Copies of these meeting minutes are on file in the Clerk's office:**

Park & Rec.....9-14-2020, 9-21-2020	CDA.....8-4-2020, 8-20-2020, 9-1-2020
Library.....8-13-2020, 9-15-2020	Ambulance.....8-18-2020, 9-22-2020
PFC.....9-21-2020, 10-2-2020	Airport.....8-26-2020
UW Campus.....8-20-2020, 9-17-2020	Plan Commission.....8-18-2020

• **Petitions & Correspondence Being Referred:** None.

ADJOURNMENT

Moved by Kent, seconded by Petty, and carried on voice vote, that the meeting adjourn at 10:06pm.

Brenda Zeman, City Clerk

Council Chambers, Municipal Building, Baraboo, Wisconsin
Wednesday, November 4, 2020 – 5:15 p.m.

Mayor Palm called the regular meeting of Council to order.

Roll call was taken.

Council Members Present: Wedekind, Kolb, Kent, Petty, Ellington, Sloan, Kierzek, Thurow

Council Members Absent: Plautz

Others Present: Capt. Sinden, Clerk Zeman, Atty. Truman, T. Pinion, K. Stieve, P. Cannon, W. Peterson, M. Hardy, C. Haggard, T. Gilman, L. Laux

The Pledge of Allegiance was given.

Moved by Kolb, seconded by Ellington and carried to approve the agenda.

Compliance with the Open Meeting Law was noted.

CLOSED SESSION.

The Mayor announced that the Council will go into Closed Session pursuant to §§ 19.85(1)(c) and 19.85(1)(e), Wis. Stats., to discuss the City Administrator position, a contractual employment position with the City of Baraboo and which involves the deliberation of the investing of public funds where competitive reasons require a closed session.

Moved by Petty, seconded by Wedekind and carried unanimously to go into Closed Session.

Council Members Present: Wedekind, Kolb, Kent, Petty, Ellington, Sloan, Kierzek, Thurow

Council Members Absent: Plautz

Others Present: Mayor Palm, Capt. Sinden, Clerk Zeman, Atty. Truman, T. Pinion, K. Stieve, P. Cannon, W. Peterson, M. Hardy, C. Haggard, T. Gilman, L. Laux

Department Heads participated in the first part of Closed Session. The second half of the Closed Session included the following:

Council Members Present: Wedekind, Kolb, Kent, Petty, Ellington, Sloan, Kierzek, Thurow

Council Members Absent: Plautz

Others Present: Mayor Palm, Capt. Sinden (partial attendance), Clerk Zeman, Atty. Truman

OPEN SESSION.

The Mayor announced that the Council will return to Open Session as per 19.85(2), Wis. Stats., to address any business that may be the result of discussions conducted in Closed Session.

Moved by Kolb, seconded by Petty and carried unanimously to return to Open Session.

ADJOURNMENT

Moved by Wedekind, seconded by Ellington, and carried on voice vote, that the meeting adjourn at 7:24pm.

Brenda Zeman, City Clerk

CA – 1

RESOLUTION NO. 2020 -

Dated: November 10, 2020

The City of Baraboo, Wisconsin

<i>Background:</i>
Fiscal Note: (Check one) <input type="checkbox"/> Not Required <input type="checkbox"/> Budgeted Expenditure <input type="checkbox"/> Not Budgeted
<i>Comments</i>

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the Accounts Payable, in the amount of \$ _____ as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

Offered By: Consent

Approved by Mayor: _____

Motion:

Second:

Certified by City Clerk: _____

RESOLUTION NO. 2020 -

Dated: November 10, 2020

The City of Baraboo, Wisconsin*Background:*

Fiscal Note: (Check one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments

Resolved, by the Common Council of the City of Baraboo, confirms the Mayor's appointments as follows:

THAT, Beth Persche be appointed to the Baraboo Economic Development Commission (BEDC) to fill the unexpired term of Haley Ryan serving until February 28, 2021.

Offered By: Consent**Motion:****Second:****Approved by Mayor:** _____**Certified by City Clerk:** _____

The City of Baraboo, Wisconsin

Background:

Bids were solicited for Alterations to the Baraboo Fire Department, specifically adding sleeping quarters to the basement and three options for adding a garage door to the Alma Waite Annex. The bid opening was held on October 29 at 10:00 a.m. A total of six bids were received and the bid tabulation is attached. Joe Daniels Construction Company, Inc. was the apparent low bidder with a bid of \$57,895.00 for the alteration work and option #2 (12-foot wide door for Alma Waite) bid of \$15,945.00 for a total of \$73,840.00.

Additionally, separate quotes for mechanical, electrical, plumbing, and fire protection were solicited. A separate sheet summarizing those quotes is attached and the standard process in the purchasing policy will be followed to award this work to each respective vendor.

The Public Safety Committee reviewed these bids and quotes at their November 2nd meeting and unanimously recommended award of this project to the respective low bidders.

Fiscal Note: (☒ **one**) ☐ **Not Required** ☒ **Budgeted Expenditure** ☐ **Not Budgeted**

Comments: \$500,000 authorized through borrowing earlier in 2020. \$73,840 for construction, \$81,973 for mechanical, electrical, etc. and \$2,625 for concrete floor jacking in the apparatus floor. Balance \$341,562. Approximately \$160,000 for a new roof on the building and the remaining money would be used for minor improvements, flooring in other parts of building, furniture for basement and other items.

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the Mayor or City Administrator and City Clerk are authorized to sign an AIA Standard Short Form of Agreement between Owner and Contractor with Joe Daniels Construction Co., Inc. for alterations to Baraboo Fire Department and Alma Waite Annex in the amount of \$73,840 and that all other bids are rejected.

Further, in accordance with the City of Baraboo Purchasing Policy, the following vendors will be awarded work related to the alterations at the Baraboo Fire Department:

Electrical	Action Electric	\$9,055.00
Fire Sprinkler System	FireProtek LLC	\$9,750.00
HVAC – Apparatus Exhaust System and Basement HVAC Upgrades	Bolder Services	\$42,833.00
Fire Alarm System Upgrades	Prairie Security Systems	\$5,085.00
Plumbing	Terrytown Plumbing	<u>\$15,250.00</u>
	Total	\$81,973.00

Offered by: Public Safety
Motion:
Second:

Approved: _____

Attest: _____

AIA Standard Short Form of Agreement with Joe Daniels Construction Co., Inc. for Alterations to City of Baraboo Fire Department and Alma Waite Annex

AGREEMENT made as of the _____ day of November in the year 2020.

BETWEEN the Owner:

**The City of Baraboo
A Wisconsin Municipal Corporation
101 South Blvd.
Baraboo, WI 53913**

and the Contractor:

**Joe Daniels Construction Co.
A Wisconsin Corporation
919 Applegate Road
Madison, WI 53713**

for the following Project:

**Alteration Work – Fire Department
City of Baraboo Fire Department
135 4th Street
Baraboo, WI 53193**

The Architect:

**Transcend Architects & Engineers
193 Dewey Street
Sun Prairie, WI 53590**

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
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16	TERMINATION OF THE CONTRACT
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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, provided as the Project Manual Including Specifications for: City of Baraboo Alterations for Baraboo Fire Department, a sixty (60) page document that includes the following specifications on by Section Number: 01010, 01045, 05400, 06100, 07190, 07200, 07270, 07317, 07900, 08110, 08210, 08710, 09250, 09510, 09650, 09900, 10800.
- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
Addendum #1	October 15, 2020	
Addendum #2	October 16, 2020	
Addendum #3	October 26, 2020	
- .5 other documents, if any, identified as follows: **N/A**

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

November 11, 2020

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

[☐] Not later than ☐ (☐) calendar days from the date of commencement.

[☒] By the following date: **March 1, 2021**

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Seventy-Three Thousand Eight Hundred Forty Dollar and Zero Cents (\$73,840.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

Portion of the Work	Value
Base Bid, Alteration Work	\$57,895.00
Alternate #2	\$15,945.00

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

Alternate #2 for \$15,945.00 - Installation of a 12-foot wide door for the Alma Waite Building.

§ 3.4 Allowances, if any, included in the Contract Sum are as follows: **None**

§ 3.5 Unit prices, if any, are as follows: **N/A**

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

See "Payment of Contractor" and "Final Payment" sections of the Project Manual Including Specifications for: City of Baraboo Alterations for Baraboo Fire Department, prepared by the Architect on behalf of the City of Baraboo and provided to the Contractor, who acknowledges receipt, which is attached to and incorporated herein in its entirety,

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

N/A

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

See “Contractor’s Insurance” section of the Project Manual Including Specifications for: City of Baraboo Alterations for Baraboo Fire Department, prepared by the Architect on behalf of the City of Baraboo and provided to the Contractor, who acknowledges receipt, and which is attached to and incorporated herein in its entirety.

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance and shall provide property insurance to cover the value of the Owner’s property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner’s property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor’s obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, the Contractor shall provide to the City certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner’s property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect’s consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term “Work” means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4**Ownership and Use of Architect's Drawings, Specifications and Other Documents**

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

If to the City: Kevin Stieve, City of Baraboo Fire Chief at kstieve@cityofbaraboo.com
 If to the Contractor: Fran Reible at freible@danielsco.com

ARTICLE 7 OWNER**§ 7.1 Information and Services Required of the Owner**

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct

such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4

Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and officers, agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2** fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4** is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1** take possession of the site and of all materials thereon owned by the Contractor, and
- .2** finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

« »

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

OWNER *(Signature)*

« »« »

Ed Geick, Interim City Administrator

 Brenda Zeman,
 City Clerk

CONTRACTOR *(Signature)*

« »« »

(Printed name and title)

LICENSE NO.:

JURISDICTION:

CITY OF BARABOO
ALTERATION FOR BARABOO FIRE DEPARTMENT



BID TABULATION

October 29, 2020 10:00 a.m.

	Joe Daniels Construction Company, Inc.	JMJ Construction Co, Inc	Holtz Builders, Inc.	McKee Associates, Inc.	Bachmann Construction Company, Inc.	Sullivan designBUILD
BASE BID	\$57,895.00	\$58,392.00	\$69,499.00	\$72,000.00	\$76,557.00	\$92,300.00
Option #1 10' OH Door	\$14,960.00	\$23,285.00	\$17,072.50	\$16,900.00	\$17,000.00	\$12,244.00
Net Bid - Opt. 1	<u>\$72,855.00</u>	<u>\$81,677.00</u>	<u>\$86,571.50</u>	<u>\$88,900.00</u>	<u>\$93,557.00</u>	<u>\$104,544.00</u>
Option #2 12' OH Door	\$15,945.00	\$29,934.00	\$18,958.37	\$17,900.00	\$18,000.00	\$13,537.00
Net Bid - Opt. 2	<u>\$73,840.00</u>	<u>\$88,326.00</u>	<u>\$88,457.37</u>	<u>\$89,900.00</u>	<u>\$94,557.00</u>	<u>\$105,837.00</u>
Option #3 14' OH Door	\$17,060.00	\$33,017.00	\$20,944.00	\$18,700.00	\$20,000.00	\$14,999.00
Net Bid - Opt. 3	<u>\$74,955.00</u>	<u>\$91,409.00</u>	<u>\$90,443.00</u>	<u>\$90,700.00</u>	<u>\$96,557.00</u>	<u>\$107,299.00</u>

ALTERATION FOR BARABOO FIRE DEPARTMENT

40 of 62

Mechanical, Electrical and Plumbing Quotes

	Action Electric	Greenfield Electric		Hill's Wiring	Low Quote
Electrical	\$ 9,055.00	\$ 11,800.00		\$ 19,975.00	\$ 9,055.00
	Fireprotek, LLC	Dave Jones Plumbing		United States Fire Protection Service	\$ 9,750.00
Fire Sprinkler System	\$ 9,750.00	\$ 15,189.00		No Quote	
	Bolder Services	Pointon Heating		BTU Management	\$ 42,833.00
HVAC - Exhaust System in Apparatus Bay	\$ 42,833.00	\$ 41,289.00		\$ 30,844.00	
	Bolder Services	Pointon Heating		BTU Management	As Above
HVAC - Basement	Included above	Incomplete		\$ 42,354.00	
	Prairie Security	Hill's Wiring		Per Mar	\$ 5,085.00
Fire Alarm System	\$ 5,085.00	\$ 9,925.00		\$ 10,460.00	
	Potter Plumbing	Terrytown	Schadde Plumbing	Zimmerman Plumbing	\$ 15,250.00
Plumbing	\$ 13,900.00	\$ 15,250.00	\$ 18,100.00	\$ 25,225.00	
		Terrytown	Schadde Plumbing	Zimmerman Plumbing	Included above
Plumbing - Fire Protection Back Flow		Included above	\$ 1,000.00	\$ 2,931.00	
				TOTAL	\$ 81,973.00

RESOLUTION NO. 2020 -

Dated: November 10, 2020

The City of Baraboo, Wisconsin

Background: The City is required to give notice of the anticipated BID assessments and pass a preliminary resolution identifying the assessment. A final resolution will appear on the November 24, 2020 Council agenda. This procedure is used each time a BID assessment is proposed and is required by law.

Fiscal Note: (check one) [] Not Required [] Budgeted Expenditure [] Not Budgeted
Comments:

Whereas, the Common Council of the City of Baraboo has created a Business Improvement District (BID) for the City of Baraboo, and;

Whereas, the BID has submitted an operating plan for the BID for 2021 and;

Whereas, the Operating Plan for the BID proposes that the implementation of the Plan be funded through a special assessment upon all properties within the BID boundaries to the extent that those properties are not exempt from the general property tax, except real property used exclusively for residential purposes. The assessment shall be based on the equalized value of property in the BID and the proposed assessment shall be \$1.6009558 per \$1,000 of assessed value.

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the BID operating plan is accepted.

That said Council intends to levy and collect an assessment upon all business, manufacturing and mixed business and residential property in the BID, as follows:

- The purpose of the assessment is to fund the BID Operating Plan for the calendar year 2021
- The limits of the proposed assessment district are as follows:
 “The centerline of 1st Street and 1st Avenue on the South; the centerline of Birch Street on the West, the centerline of the alley running East and West between 6th and 7th Avenue on the North; and a line running North and South through the center of Block 12,13,24,25,36 and 37 of the Plat of the City of Baraboo, formerly Adams, on the East.”
- The proposed assessment is for calendar year 2021.
- The proposed assessment shall be paid in one installment.
- The proposed assessment shall be on all properties within the BID boundaries to the extent that those properties are not exempt from the general property tax, except real property used exclusively for residential purposes. The date for determining eligibility for exemption from this BID assessment shall be January 1 of the year of the adoption of the Final Resolution by the City Council.
- The amount of the proposed assessment is \$1.6009558 per \$1,000 of value of said property based on the 2020 tax roll assessment.
- The proposed assessments shall be due the first day of March 2021 which is the first day of the second month following adoption by the City Council of a resolution levying assessments. Those assessments not paid by that date shall become delinquent as per Section 66.60(15) of the Wis. Stats.

BE IT FURTHER RESOLVED that a public hearing to hear public comment concerning BID Assessments will be held on November 24, 2020 at 7:00 p.m. in the Council Chambers. The City Clerk is directed to properly notice all property owners within the BID of the public hearing and proposed assessment.

Offered by: Finance Comm.

Motion:

Second:

Approved: _____

Attest: _____

BUSINESS IMPROVEMENT DISTRICT OPERATING PLAN

BARABOO, WISCONSIN

INTRODUCTION

This document is the Operating Plan for the Business Improvement District (BID). This Operating Plan has been prepared as a general guide for the purpose goals, projects and activities of the Business Improvement District (BID) for the BID area as delineated on the attached map. The Operating Plan was developed based on the needs identified by downtown property owners, merchants and service providers and complies with the requirements of §66.06 Wis. Stats.

PURPOSE OF THE BUSINESS IMPROVEMENT DISTRICT

The purpose of the Business Improvement District is to provide an organizational and funding mechanism to support the development, improvement and promotion of the downtown area for the economic benefit of all businesses within the District as well as the general, social and economic benefit of the people of the City of Baraboo and its thousands of annual visitors.

The Baraboo Business Improvement District is also created to further the aims of the City's Master Plan. The central business district is integral to the total economic well being of the City of Baraboo. As such, it must guarantee the mix of service and retail shops necessary to meet the need of present and future residents of the City. As the governmental center for both the City and the County, and the location of numerous retail and service oriented establishments, Baraboo's BID must continue to maintain its vitality and solvency. The creation of a BID will guarantee that the additional funding necessary for focused developments, improvements, renovation, promotion and economic restructuring of the downtown are available, without depleting the present supply of funding necessary for other city-wide maintenance and improvements projects and programs.

GOALS OF THE BUSINESS IMPROVEMENT DISTRICT

The goals of the BID are to:

1. Work with the City and County for increased parking areas and better parking enforcement.
2. Carry out marketing and promotional strategies which present a unified image for the downtown Baraboo "Shopping Center" to the existing trade area and tourists.
3. Coordinate planning and development efforts for bringing new businesses and projects into the downtown area.
4. Encourage improving the appearance of the downtown by promoting private investment in buildings and working to maintain or increase expenditures on public areas of the City, County and through use of the BID funds.

5. Coordinate downtown development, promotional events, and maintenance efforts between the City, downtown merchants, service providers and land owners, Downtown Baraboo, Inc., the Baraboo Area Chamber of Commerce and the other public and private entities.
6. Activate the annual BID programs as defined in the BID Budget and maintain compliance with the strong BID Law.

DESCRIPTION OF BUSINESS IMPROVEMENT DISTRICT

All properties shown within the boundary of the attached map shall be deemed to be part of and within the Baraboo Business Improvement District to the extent that those properties are not exempt from the general property tax, except real property used exclusively for residential purposes.

ANNUAL BUDGET AND METHOD OF FINANCING

The current year annual BID Budget as approved by the Common Council shall be deemed to be incorporated by reference and made a part of the Operating Plan. The budget shall specify the kind, number, and location of proposed expenditures. (See §66.608(1) (f) Wis. Stats).

The Operating Plan shall be funded through special assessments. The assessment will be based on the equalized value of all of the non-exempt properties in the BID properties as assessed.

All special assessments received for the BID or other monies received by the BID shall be placed in a segregated account in the City Treasury. No disbursements from that account may be made except to reimburse the City for appropriations other than special assessments, to pay the costs of audits required by the State law, or on order of the BID Board for the purpose of implementing this Operating Plan. If the BID is terminated, the City Common Council shall be authorized to continue to levy and collect special assessments against properties within the District until all contractual obligations of the BID have been paid in full. On termination of the BID, all monies collected by special assessment remaining in the BID account shall first be used to fulfill contractual obligations of the BID and any remaining balance shall be disbursed to the owners of specially assessed property in the BID in the same proportion as the last collected special assessment (See §66.608(4) Wis. Stats). The City shall obtain an additional independent certified audit upon termination of the BID.

The BID Board shall prepare and make available to the public, annual reports describing the current status of the BID, including expenditures and revenues. The report shall include an independent certified audit of the implementation of the Operating Plan obtained by the City. (See §66.608(3) (c) Wis. Stats).

BOARD OF DIRECTORS

The Mayor shall appoint nine (9) members to the BID Board of Directors to implement this plan. This appointment of Board members shall be subject to confirmation by the Common Council and the members shall serve staggered terms as designated by the Council. A majority of the Board members shall own or occupy real property in the BID.

THE BOARD SHALL CONSIST OF THE FOLLOWING:

- 4 OWNER-OCCUPANTS
- 2 RETAIL-TENANTS
- 2 SERVICE PROVIDERS
- 1 COMMON COUNCIL MEMBER

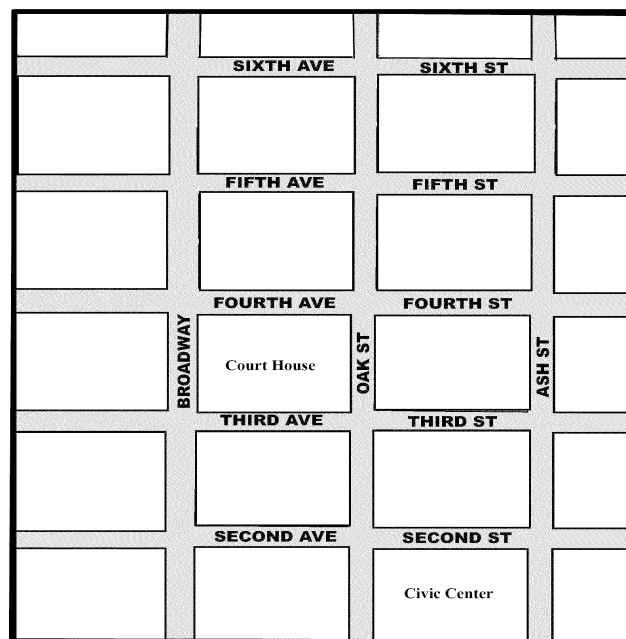
The term of office for BID Board Members shall be three (3) years, except the Common Council Member shall serve one (1) year term. Terms shall begin on May 1, of each year.

When a BID Board Member is no longer qualified for membership on the BID Board, said Board Member shall be disqualified upon the appointment of a successor by the Mayor, who shall make such an appointment within sixty (60) days after the Board Member is no longer qualified. A Board Member shall not be qualified if he/she is not an owner of property in the BID, or an owner occupant of property in the BID, or a retail tenant of property in the BID, or a service provider of property in the BID, or a Common Council Member.

SPECIAL POWERS OF THE BID BOARD

The BID Board shall have all powers necessary or convenient to implement this Operating Plan including the power to contract and to borrow money and the power to adopt By-Laws and Rules of Procedure. (See §66.608(3)(d) Wis. Stats.).

THE BOUNDARIES OF THE BUSINESS IMPROVEMENT DISTRICT are as follows:



The Boundaries of the District are as follows:

The Centerline of First Street and First Avenue on the South; the Centerline of Birch Street on the West; the Centerline of the alley running East and West between Sixth and Seventh Streets and Sixth and Seventh Avenue on the North; and a line running North and South through the enter of Bloxks 12, 13, 24, 25, 36, and 37 of the Plat of the City of Baraboo, formerly Adams, on the East.

The BID Board shall be authorized by a two-thirds vote of its members to transfer expenditures from one sub-account to another within the BID budget, except that transfers from the contingency account may be made by a majority vote of all the Board members, provided that such expenditures are for any of the same purposes itemized in the current budget. BID budgetary income received during a fiscal year shall be allocated to the contingenc fund. Any expenditures made from the contingency fund for new pruposes shall require a three-fourths vote of the members of the Board pursuant to §65.06 (7) Wis Stats.

The Board shall be authorized to establish in its annual budget a non-lapsing reserve account to be used exclusively for future capital improvements within the BID, such as, the acquisition of land for public parking purposes, lighting, marking, signage, landscaping, sidewalk construction and garbage recepracles. The projected carryover balance in this account at the end of each fiscal year (December 31) shall be shown in the annual BID budget. This reserve account shall further be maintained in accordance with the City's account practices and auditing requirements.

This Plan shall be effective on the date of adoption by the Baraboo Common Council.

Approved by the BID Board on _____

Approved by the Baraboo Common Council on _____

Parcel Number	House #	Address	Owner	Residential Commercial	Exempt Non-Exempt	2020 Assessed Value	BID Assesment
1263-00000	805	Broadway	PEOPLE HELPING PEOPLE	Exempt local	Exempt	-	-
1272-00000	808	Broadway	Mark & Laura Hamdan-Krause	Commercial	Non-Exempt	148,000	236.95
1285-00000	111	6th St	Protestant Episcopal Ch	Exempt local	Exempt	-	-
1302-00000	720	Ash St	Hope House of South Central WI	Exempt other	Exempt	-	-
1316-00000	702	Oak St	Kono Properties LLC	Commercial	Non-Exempt	218,800	350.29
1319-00000	121	5th St	Baraboo District Ambulance Service BDAS	Exempt local	Exempt	-	-
1321-00000	701	Ash St	Ingemund Lanman & Stephanie Shanks	Commercial	Non-Exempt	288,600	462.04
1327-00000	127	6th Ave	Trustees Congregational United Ch	Exempt local	Exempt	-	-
1328-00000	131	6th Ave	Congregational Church	Exempt local	Exempt	-	-
1329-00000	710	Broadway	Mathew Colby	Commercial	Non-Exempt	198,400	317.63
1330-00000	116	5th Ave	Baraboo, City of	Exempt local	Exempt	-	-
1331-00000	112	5th Ave	GB Real Estate LLC	Commercial	Non-Exempt	147,400	235.99
1333-00000	701	Oak St	Jgk Investments LLC	Commercial	Non-Exempt	278,300	445.55
1334-00000	717	Broadway	Robert W Jordan LC	Commercial	Non-Exempt	444,400	711.47
1346-00000	701	Broadway	Craig and Cortney Warren	Commercial	Non-Exempt	131,500	210.53
1393-00000	623	Broadway	Joseph Colossa Jr, Donald Horowitz c/o Al Ringling Mansion	Commercial	Non-Exempt	258,200	413.37
1394-00000	227	5th Ave	Baraboo, City of	Exempt local	Exempt	-	-
1395-00000	622	Birch St	Baraboo, City of	Exempt local	Exempt	-	-
1396-00000	0	0	Baraboo, City of	Exempt local	Exempt	-	-
1397-00000	222	4th Ave	Baraboo, City of	Exempt local	Exempt	-	-
1398-01000	214	4th Ave	First United Methodist Church	Exempt local	Exempt	-	-
1398-10000	214	4th ave	Baraboo, City of	Exempt local	Exempt	-	-
1399-00000	214	4th Ave	First United Methodist Church	Exempt local	Exempt	-	-
1400-00000	627	Oak St	Baraboo, City of	Exempt local	Exempt	-	-
1401-00000	619	Oak St	Legal F. Part	Commercial	Non-Exempt	617,100	987.95
1402-00000	109	5th Ave	109 Properties LLC	Commercial	Non-Exempt	138,400	221.58
1403-00000	115	5th ave	Square Tavern LLC	Commercial	Non-Exempt	29,000	46.43
1405-00000	127	5th Ave	Todd J. Frawley	Commercial	Non-Exempt	152,700	244.47
1406-00000	620	Broadway	David Christian	Commercial	Non-Exempt	106,000	169.71
1407-00000	144	4th Ave	Joseph J. Screnock	Commercial	Non-Exempt	431,600	690.98
1408-00000	146	4th Ave	James A. Dickey	Commercial	Non-Exempt	189,600	303.55
1410-00000	128	4th Ave	Al Ringling Theatre Friends Inc	Exempt local	Exempt	-	-
1412-00000	124	4th Ave	Square Tavern LLC	Commercial	Non-Exempt	157,500	252.16

Parcel Number	House #	Address	Owner	Residential Commercial	Exempt Non-Exempt	2020 Assessed Value	BID Assesment
1413-00000	120	4th Ave	Todd M. Wickus	Commercial	Non-Exempt	208,900	334.44
1414-00000	116	4th Ave	J E T Properties LLC	Commercial	Non-Exempt	191,700	306.91
1415-00000	112	4th Ave	J E T Properties LLC	Commercial	Non-Exempt	180,500	288.98
1416-00000	110	4th Ave	Tommy L. Lopez	Commercial	Non-Exempt	199,700	319.72
1417-00000	106	4th Ave	James W Hill	Commercial	Non-Exempt	149,100	238.71
1418-00000	102	4th Ave	T T. Properties	Commercial	Non-Exempt	377,400	604.21
1419-00000	0	0	Baraboo, City of	Exempt local	Exempt	-	-
1420-00000	120	5th St	Baraboo, City of	Exempt local	Exempt	-	-
1421-00000	0	0	Baraboo, City of	Exempt local	Exempt	-	-
1422-00000	108	5th St	Baraboo, City of	Exempt local	Exempt	-	-
1423-00000	618	Oak St	Sage-Louise Holdings LLC	Commercial	Non-Exempt	250,200	400.56
1424-00000	616	Oak St	Cardinal Contractors Inc	Commercial	Non-Exempt	109,200	174.83
1425-00000	614	Oak St	Linda Caflisch Adamske	Commercial	Non-Exempt	119,100	190.68
1426-00000	610	Oak St	Gary A. Nelson	Commercial	Non-Exempt	290,400	464.92
1427-00000	606	Oak St	John C & Ireta L Mc Nabb Living Trust	Commercial	Non-Exempt	132,700	212.45
1428-00000	101	4th St	Nancy Jo Dillman	Commercial	Non-Exempt	132,700	212.45
1429-00000	107	4th St	Alvin D. Follendorf	Commercial	Non-Exempt	249,700	399.76
1430-00000	111	4th St	Michael Nauman & Rhonda Banks	Commercial	Non-Exempt	151,700	242.87
1431-00000	113	4th St	David L & Janice M Deppe Lvg Trust	Commercial	Non-Exempt	174,300	279.05
1432-00000	115	4th St	David L & Janice M Deppe Lvg Trust	Commercial	Non-Exempt	136,100	217.90
1433-00000	119	4th St	Mike Muscanerao & Associates LLC	Commercial	Non-Exempt	192,600	308.35
1433-10000	117	4th St	Mike Muscanerao & Associates LLC	Commercial	Non-Exempt	185,300	296.66
1434-00000	121	4th St	Jeffrey G. Hill Lc	Commercial	Non-Exempt	171,400	274.41
1435-00000	125	4th St	Jean L. Sandmire	Commercial	Non-Exempt	194,600	311.55
1436-00000	131	4th St	Iroquois Investments LLC	Commercial	Non-Exempt	29,200	46.75
1437-00000	127	4th St	Judy L. Weiland Trust	Commercial	Non-Exempt	144,900	231.98
1437-10000	129	4th St	Acas Properties LLC	Commercial	Non-Exempt	161,900	259.20
1438-00000	135	4th St	Baraboo, City of	Exempt local	Exempt	-	-
1448-00000	203	4th St	GKJ Holdings LLC	Commercial	Non-Exempt	129,400	207.17
1459-00000	520	Ash St	United C. Ccp	Commercial	Non-Exempt	276,800	443.15
1461-00000	506	Ash St	John E. Lee	Commercial	Non-Exempt	95,200	152.42
1464-00000	500	Ash St	Baraboo, City of	Exempt local	Exempt	-	-
1469-00000	134	4th St	Baraboo, City of	Exempt local	Exempt	-	-
1470-00000	130	4th St	Kendall Telephone Inc	Exempt local	Exempt	-	-
1471-00000	126	4th St	Ziegler Real Estate LLC	Commercial	Non-Exempt	357,900	572.99

Parcel Number	House #	Address	Owner	Residential Commercial	Exempt Non-Exempt	2020 Assessed Value	BID Assesment
1472-00000	114	4th St	Andrew L. Hager	Commercial	Non-Exempt	65,800	105.35
1473-00000	116	4th St	Hebron Properties LLC	Commercial	Non-Exempt	96,400	154.34
1474-00000	532	Oak St	Fritsch Corner Properties LLC	Commercial	Non-Exempt	286,700	459.00
1475-00000	522	Oak St	Fritsch Properties LLC	Commercial	Non-Exempt	340,100	544.49
1475-10000	0	0	Baraboo, City of	Exempt local	Exempt	-	-
1476-00000	516	Oak St	Gerald McCammond	Commercial	Non-Exempt	185,200	296.50
1477-00000	512	Oak St	Gerald McCammond	Commercial	Non-Exempt	185,200	296.50
1478-00000	506	Oak St	Wells Fargo Bank Wisconsin	Commercial	Non-Exempt	-	-
1479-00000	502	Oak St	Wells Fargo Bank Wisconsin	Commercial	Non-Exempt	1,622,000	2,596.76
1481-00000	113	3rd St	Nevrus S. Cobaj Family Trust	Commercial	Non-Exempt	132,300	211.81
1482-00000	115	3rd St	Gbd Enterprises LLC	Commercial	Non-Exempt	129,000	206.53
1483-00000	117	3rd St	Gbd Enterprises LLC	Commercial	Non-Exempt	316,300	506.39
1484-00000	127	3rd St	Peach Blossom LLC	Commercial	Non-Exempt	354,700	567.86
1485-00000	129	3rd St	Andrew A. Johnson Lc	Commercial	Non-Exempt	242,700	388.56
1486-00000	135	3rd St	421 Properties LLC	Commercial	Non-Exempt	127,500	204.13
1487-00000	137	3rd St	Steffes Commercial Properties LLC	Commercial	Non-Exempt	284,300	455.16
1489-00000	143	3rd St	Robert H. Kurz	Commercial	Non-Exempt	185,600	297.14
1490-00000	147	3rd St	24 Brix Properties, LLC	Commercial	Non-Exempt	531,000	850.11
1493-00000	0	0	Sauk County	Exempt county	Exempt	-	-
1494-00000	515	Broadway	Kruse Motor Sales Real Estate LLC	Commercial	Non-Exempt	112,000	179.31
1495-00000	515	Broadway	Kruse Motor Sales Real Estate LLC	Commercial	Non-Exempt	161,200	258.08
1496-00000	513	Broadway	Sauk County	Exempt county	Exempt	-	-
1497-00000	213	4th Ave	Sauk County	Exempt county	Exempt	-	-
1497-10000	0	4th Ave	Baraboo, City of	Exempt local	Exempt	-	-
1498-00000	221	4th Ave	Baraboo, City of	Exempt local	Exempt	-	-
1499-00000	227	4th Ave	Baraboo, City of	Exempt local	Exempt	-	-
1500-00000	233	4th Ave	Cindy Kruse	Commercial	Non-Exempt	110,800	177.39
1501-00000	232	3rd Ave	Sauk County	Exempt county	Exempt	-	-
1502-00000	508	Birch St	Philip T. Smith	Commercial	Non-Exempt	82,000	131.28
1503-00000	226	3rd Ave	Sauk County	Exempt county	Exempt	-	-
1504-00000	222	3rd Ave	Sauk County	Exempt county	Exempt	-	-
1505-00000	505	Broadway	Sauk County	Exempt county	Exempt	-	-
1553-00000	201	3rd Ave	Mc Gann Furniture Inc	Commercial	Non-Exempt	456,400	730.68
1554-00000	215	3rd Ave	Mc Gann Furniture Inc	Commercial	Non-Exempt	85,000	136.09

Parcel Number	House #	Address	Owner	Residential Commercial	Exempt Non-Exempt	2020 Assessed Value	BID Assesment
1554-10000	221	3rd Ave	Mercer & Maffei Real Estate PRTSHP	Commercial	Non-Exempt	398,500	637.99
1555-00000	207	3rd Ave	Mc Gann Furniture Inc	Commercial	Non-Exempt	214,600	343.57
1556-00000	223	3rd Ave	Am Investment Group LLC	Commercial	Non-Exempt	105,500	168.91
1557-00000	227	3rd Ave	Baraboo, City of	Exempt local	Exempt	-	-
1567-00000	401	Broadway	Schwarz Baraboo Properties LLC	Commercial	Non-Exempt	171,300	274.25
1568-00000	409	Broadway	A EDWARDS PROPERTIES LLC LC	Commercial	Non-Exempt	151,200	242.07
1569-00000	101	3rd Ave	Baraboo State Bank	Commercial	Non-Exempt	2,100,000	3,362.01
1571-00000	113	3rd Ave	BARABOO STATE BANK	Commercial	Non-Exempt	128,300	205.41
1572-00000	115	3rd Ave	Endless LLC	Commercial	Non-Exempt	212,900	340.85
1573-00000	119	3rd Ave	Tin Roof Dairy Inc	Commercial	Non-Exempt	173,600	277.93
1574-00000	123	3rd Ave	Corey & Andrea Carlson	Commercial	Non-Exempt	198,700	318.11
1575-00000	129	3rd Ave	Ploetz Furniture Company LLC	Commercial	Non-Exempt	298,800	478.37
1576-00000	133	3rd Ave	Barrel Aged LLC	Commercial	Non-Exempt	106,200	170.03
1577-00000	135	3rd Ave	Building Corp WEAC Region 5	Exempt local	Exempt	-	-
1578-00000	137	3rd Ave	Pacjets Financial Ltd	Commercial	Non-Exempt	232,100	371.59
1579-00000	141	3rd Ave	Pacjets Financial Ltd	Commercial	Non-Exempt	702,800	1,125.16
1580-00000	406	Broadway	Timothy D. Borota	Commercial	Non-Exempt	91,200	146.01
1581-00000	402	Broadway	William S. Johnsen LC	Commercial	Non-Exempt	199,800	319.88
1582-00000	124	2nd Ave	Patrick E. Weiland	Commercial	Non-Exempt	175,200	280.49
1585-00000	108	2nd Ave	Tr Masonic Lodge # 34	Exempt local	Exempt	-	-
1586-00000	407	Oak St	GKJ Holdings LLC	Commercial	Non-Exempt	196,500	314.59
1587-00000	0	Oak St	Ploetz Furniture Company LLC	Commercial	Non-Exempt	3,700	5.93
1588-00000	411	Oak St	Richard D. Brescia	Commercial	Non-Exempt	138,300	221.42
1589-00000	413	Oak St	Scott A. Didrickson	Commercial	Non-Exempt	124,900	199.96
1590-00000	150	3rd St	Holmen Properties LLC	Commercial	Non-Exempt	182,700	292.50
1591-00000	148	3rd St	Lloyd & Karen Byxbe Living Trust	Commercial	Non-Exempt	112,200	179.63
1592-00000	144	3rd St	TDG Properties LLC	Commercial	Non-Exempt	182,300	291.86
1593-00000	415	Ash St	John M. Donahue	Commercial	Non-Exempt	81,300	130.16
1594-00000	142	3rd St	Dean L. Douglas Lc	Commercial	Non-Exempt	179,400	287.22
1595-00000	138	3rd St	CKP INVESTMENTS LLC	Commercial	Non-Exempt	163,500	261.76
1595-10000	136	3rd St	John C & Ireta L Mc Nabb Living Trust	Commercial	Non-Exempt	169,800	271.85
1596-00000	132	3rd St	Jamerika Properties Inc	Commercial	Non-Exempt	168,100	269.13
1597-00000	130	3rd St	John L. Banks	Commercial	Non-Exempt	190,300	304.67
1598-00000	126	3rd St	LAURAMARK PROPERTIES LLC	Commercial	Non-Exempt	156,700	250.87
1599-00000	124	3rd St	John C & Ireta L Mc Nabb Living Trust	Commercial	Non-Exempt	171,500	274.57

Parcel Number	House #	Address	Owner	Residential Commercial	Exempt Non-Exempt	2020 Assessed Value	BID Assesment
1600-00000	120	3rd St	120 3rd Street LLC	Commercial	Non-Exempt	262,500	420.26
1601-00000	116	3rd St	Ten Thirteen LLC LC	Commercial	Non-Exempt	158,700	254.08
1602-00000	112	3rd St	George Mueller	Commercial	Non-Exempt	187,100	299.54
1603-00000	110	3rd St	Samuel & Angela Kujak	Commercial	Non-Exempt	154,800	247.83
1604-00000	108	3rd St	B Complex LLC	Commercial	Non-Exempt	225,000	360.22
1605-00000	100	3rd St	BOOH PROPERTIES, LLC	Commercial	Non-Exempt	144,000	230.54
1606-00000	424	Oak St	Neat-O's Holdings LLC LC	Commercial	Non-Exempt	124,600	199.48
1607-00000	420	Oak St	Neat-O's Holdings LLC LC	Commercial	Non-Exempt	150,000	240.15
1608-00000	416	Oak St	SAFAY LLC	Commercial	Non-Exempt	125,100	200.28
1609-00000	412	Oak St	Axe Cap LLC	Commercial	Non-Exempt	199,800	319.88
1610-00000	410	Oak St	Vodak Enterprises LLC	Commercial	Non-Exempt	127,500	204.13
1611-00000	408	Oak St	Vodak Enterprises LLC	Commercial	Non-Exempt	196,600	314.75
1612-00000	111	2nd St	Vodak Enterprises LLC	Commercial	Non-Exempt	224,900	360.06
1613-00000	404	Oak St	Vodak Enterprises LLC	Commercial	Non-Exempt	280,000	448.27
1614-00000	400	Oak St	Vodak Enterprises LLC	Commercial	Non-Exempt	148,800	238.23
1615-00000	0	0	Baraboo American Legion Bldg Co	Exempt local	Exempt	-	-
1615-10000	0	0	Baraboo Foreign Serv Vet	Exempt local	Exempt	-	-
1616-00000	123	2nd St	WEGNER CPAS LLP	Commercial	Non-Exempt	850,000	1,360.82
1617-00000	0	2nd St	Baraboo, City of	Exempt local	Exempt	-	-
1623-00000	210	3rd St	Of Baraboo First Presbyterian Church	Exempt local	Exempt	-	-
1624-00000	416	Ash St	Presbyterian Church	Exempt local	Exempt	-	-
1627-00000	402	Ash St	Blue Charlie 2nd LLC	Commercial	Non-Exempt	100,900	161.54
1628-00000	406	Ash St	John D & Donna J Taapken Liv Trust	Commercial	Non-Exempt	175,800	281.45
1642-00000	322	Ash St	Smith Exempt Qtip Marital Trust	Commercial	Non-Exempt	97,100	155.46
1643-00000	314	Ash St	Thome Properties LLC	Commercial	Non-Exempt	134,500	215.33
1646-00000	219	1st St	Marchhare Bakery LLC	Commercial	Non-Exempt	74,900	119.92
1650-00000	0	0	Baraboo, City of	Exempt local	Exempt	-	-
1652-00000	113	2nd Ave	Baraboo State Bank	Commercial	Non-Exempt	203,800	326.28
1653-00000	314	Broadway	Chris Hause	Commercial	Non-Exempt	239,900	384.07
1654-00000	304	Broadway	Jc's Broadway Diner LLC	Commercial	Non-Exempt	367,300	588.04
1660-00000	313	Oak St	Rick & Diane Lewison Living Trust	Commercial	Non-Exempt	325,600	521.28
1662-00000	315	Broadway	Pemberton & Englund Ventures LLP	Commercial	Non-Exempt	706,900	1,131.72
1663-00000	315	Broadway	Pemberton & Englund Ventures LLP	Commercial	Non-Exempt	62,000	99.01
1671-00000	303	Broadway	Ray & Kathryn Eckstein Trust	Commercial	Non-Exempt	344,700	551.45
Total						29,295,000	46,900.00

2021 BID BUDGET FINAL

REVENUE

Assessment \$46,900.00

Farmer's Market \$1,000.00

TOTAL REVENUE \$47,900.00

EXPENSES PROMOTIONS

Downtown Baraboo Light Parade \$3,000.00

Downton Baraboo Holiday Advertisng \$2,000.00

Advertising DBI Event Coordinate Support \$3,000.00

Devil's Lake Advertising \$1,500.00

Farmer's Market \$2,000.00

Image Adv Campaign \$8,100.00

PROMOTIONS TOTAL \$19,600.00

PARKING LOT DEVELOPMENT

Parking lot reserve 0

Landscape and Maintenance \$1,500.00

PARKING LOT TOTAL \$1,500.00

ADMINISTRATIVE

Supplies \$200.00

Insurance \$650.00

Professional Services (audit) \$2,000.00

Accounting Services Operating \$1,700.00

Expenses \$0.00

ADMINISTRATIVE TOTAL \$4,550.00

APPEARANCE/BANNERS

Hanging Flower Baskets \$9,000.00

Spring \$800.00

Winter \$975.00

Summer \$725.00

Fall Décor \$700.00

Flags \$300.00

Pole Décor \$3,500.00

Install Labor \$1,000.00

Other \$2,000.00

APPEARANCE/BANNERS TOTAL \$19,000.00

BUSINESS DEVELOPMENT \$3,250.00

BUSINESS DEVELOPMENT TOTAL \$3,250.00

TOTAL EXPENSES \$47,900.00

NBR – 3

RESOLUTION NO. 2020-

Dated: November 10, 2020

The City of Baraboo, Wisconsin

Background: The City applies for funding to operate the City's taxi program each year. The funding provides approximately 2/3 of necessary funds to operate the taxi program with the remainder coming from patron fares. The City contracts with a local operator to manage and operate the taxi service and the City serves as the agent to apply for State and Federal funding which helps keep the cost of providing the service affordable to patrons.

Fiscal Note: (check one) [x] Not Required [] Budgeted Expenditure [] Not Budgeted
Comments

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the Mayor is hereby authorized to apply for the 2021 WisDOT Public Transit Assistance Program (PTAP) funding offered by the Federal and State for the City of Baraboo, and

THAT the Mayor is hereby authorized to apply for the 2021 Federal Section 5311 Operating and Capital (Formula Grants for Rural Areas) for the City of Baraboo, and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the appropriate contracts on behalf of the City if the applications are approved.

Offered by: Finance/Personnel Committee **Approved by:** _____
 Mayor

Motion: _____

Second: _____ **Certified by:** _____
 City Clerk

RESOLUTION NO. 2020 -

Dated: November 10, 2020

The City of Baraboo, Wisconsin

Background: This resolution clarifies that the SDWLP for lead service replacement program is 100% principal forgiveness.

Fiscal Note: (☐ one) [☒] Not Required [☐] Budgeted Expenditure [☐] Not Budgeted
Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

Resolution Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement

WHEREAS, the City of Baraboo (the “Municipality”) wishes to undertake a project to replace private lead service lines at residences, pre k -12 schools and licensed day care centers, identified as DNR No. 4762-02 (the “Project”); and

WHEREAS, the Municipality has applied to the Safe Drinking Water Loan Program (the “SDWLP”) for financial assistance in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement; and

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to \$100,000 that it has identified as being eligible for SDWLP funding;

NOW, THEREFORE, the City Mayor and City Clerk are authorized by and on behalf of the Municipality to execute the Principal Forgiven Financial Assistance Agreement that contains the terms and conditions of the SDWLP award for the Project. The Principal Forgiven Financial Assistance Agreement is incorporated herein by this reference.

Offered by:

Motion:

Second:

Approved: _____

Attest: _____

NBO - 1

The City of Baraboo, Wisconsin

Background: The Public Safety Committee considered a request to restrict parking on both sides of Algonquin Drive from Draper east 200 feet and on a portion of the west side of West Street between 4th and 5th Avenues at their November 2nd, 2020 meeting.

Based on recommendations from the City Engineer and Police Department, the Committee unanimously recommended that the Common Council approve this change.

Fiscal Note: (check one) ☒ **Not Required** ☐ **Budgeted Expenditure** ☐ **Not Budgeted** **Comments:**

An Ordinance revising the City of Baraboo Code of Ordinances §7.02 (2)(b)2 to provide for:

No Parking Any Time on the both sides of Algonquin Drive from Draper Street east approximately 200 feet.

No Parking Any Time on the west side of West Street from a point 150' north of 4th Avenue to a point 205' north of 4th Avenue, a distance of approximately 55 feet.

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO
ORDAIN AS FOLLOWS:

1. The City of Baraboo Code of Ordinances § 7.02(2)(b)2, the Official Traffic Map, is revised to provide for:

No Parking Any Time on the both sides of Algonquin Drive from Draper Street east approximately 200 feet.

No Parking Any Time on the west side of West Street from a point 150' north of 4th Avenue to a point 205' north of 4th Avenue, a distance of approximately 55 feet.

2. This Ordinance shall take effect upon passage and publication as provided by law.

Mayor's Approval: _____

Clerk's Certification: _____

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the 8th day of December 2020 and is recorded on page _____ of volume _____.

City Clerk: _____

NBO-2

The City of Baraboo, Wisconsin

Background:

At the October 5, 2020, Administrative Committee meeting, the Committee members instructed staff to draft an amendment to § 10.06(6) of the Baraboo Municipal Code in order to permit recreation vehicles to be parked in driveways for more than 48-hours subject to certain conditions. The request was made based on feedback received from constituents who requested to have more flexibility in being able to park RV's and other recreation vehicles in driveways.

The proposed change was reviewed by the Administrative Committee on November 2, 2020, where it was unanimously recommended Council adopt the revisions.

Fiscal Note: (check one) [x] Not Required [] Budgeted Expenditure [] Not Budgeted
Comments:

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. That Section 10.06(6) of the City of Baraboo Municipal Code be amended as follows:

SECTION 10.06 JUNK, CERTAIN VEHICLES, RECREATIONAL EQUIPMENT AND FIREWOOD

...

- (6) STORAGE OF RECREATIONAL EQUIPMENT REGULATED. No person will store any ~~recreational equipment~~ on any street right of way or within the front setback, including the driveway, for a period of more than 48 hours ~~except Recreation Equipment may be stored in a driveway for more than 48 hours so long as the Recreation Equipment does not cause a vision obstruction or violate any other local or state laws or ordinances.~~

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the ____ day of _____, 20____, and is recorded on page ____ of volume _____.

City Clerk: _____

REPORT OF BUILDING INSPECTION
Construction, Plumbing, Electrical, HVAC, Commercial
OCTOBER

PERMIT TYPE	2019						2020					
	ISSUED	YTD	EST COST	YTD	FEES	YTD	ISSUED	YTD	EST COST	YTD	FEES	YTD
Commercial, New	0	1	\$0.00	\$960,000.00	\$0.00	\$2,806.06	1	2	\$30,000.00	\$355,000.00	\$516.00	\$1,999.46
Commercial Addition	0	4	\$0.00	\$221,000.00	\$0.00	\$1,515.00	0	4	\$0.00	\$42,934,495.62	\$0.00	\$35,278.29
Commercial, Alterations	3	30	\$36,000.00	\$3,253,131.00	\$325.00	\$12,855.92	0	15	\$0.00	\$610,000.00	\$0.00	\$6,478.64
Commercial, Razing	1	1	\$0.00	\$0.00	\$30.00	\$30.00	0	1	\$0.00	\$0.00	\$0.00	\$30.00
Residential , New SF	1	7	\$170,000.00	\$1,631,000.00	\$861.90	\$6,335.78	2	4	\$510,000.00	\$1,104.00	\$1,718.25	\$3,637.04
Residential, New Duplex	0	1	\$0.00	\$250,000.00	\$0.00	\$1,096.30	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Residential, Additions	0	4	\$0.00	\$147,750.00	\$0.00	\$477.97	2	7	\$13,500.00	\$195,288.00	\$200.00	\$961.92
Residential Remodel	1	41	\$1,000.00	\$606,803.00	\$75.00	\$4,013.14	4	48	\$50,461.00	\$943,247.00	\$508.69	\$5,417.86
Residential, Accessory Razing	0	1	\$0.00	\$0.00	\$0.00	\$30.00	0	1	\$0.00	\$0.00	\$30.00	\$180.00
Residential Dwelling Razing	0	1	\$0.00	\$0.00	\$0.00	\$30.00	0	1	\$0.00	\$0.00	\$0.00	\$30.00
Roofing/Siding/Windows	16	168	\$158,247.00	\$2,060,327.00	\$1,008.00	\$12,211.00	14	102	\$165,164.00	\$953,077.00	\$1,044.00	\$6,153.82
Garage/Sheds/Deck/Fence	8	66	\$55,000.00	\$331,556.00	\$595.00	\$4,510.00	10	117	\$52,115.00	\$581,835.00	\$600.00	\$7,380.00
Multi-Family Units	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Plumbing Only	1	2	\$7,500.00	\$12,500.00	\$60.00	\$120.00	0	3	\$0.00	\$10,546.00	\$0.00	\$180.00
Electrical Only	7	42	\$20,640.00	\$136,269.00	\$460.00	\$1,748.00	2	46	\$9,190.00	\$364,208.00	\$120.00	\$3,915.00
HVAC Only	0	5	\$0.00	\$44,800.00	\$0.00	\$300.00	0	2	\$0.00	\$11,569.00	\$0.00	\$220.00
Sign Permits	2	20	\$20,340.00	\$54,140.00	\$180.00	\$1,590.00	3	14	\$7,015.00	\$34,700.00	\$180.00	\$840.00
Misc. Permits	0	7	\$0.00	\$85,500.00	\$0.00	\$630.00	0	10	\$0.00	\$150,350.00	\$0.00	\$720.00
TOTALS	40	401	\$468,727.00	\$9,794,776.00	\$3,594.90	\$50,299.17	38	377	\$837,445.00	\$47,145,419.62	\$4,916.94	\$73,422.03

City of Baraboo
 Airport Fund 630
 Balance Sheets
 October 31, 2020 and December 31, 2019

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Assets:	<u>October 31, 2020</u>	<u>December 31, 2019</u>
<i>Current Assets:</i>		
Cash	\$ 44,338.61	\$ 343.67
Accounts Receivable	2,417.25	2,550.44
Prepaid Expenses	-	6,629.25
Advance to Airport Capital Fd	-	-
<i>Total Current Assets</i>	<u>46,755.86</u>	<u>9,523.36</u>
Total Assets	<u><u>\$ 46,755.86</u></u>	<u><u>\$ 9,523.36</u></u>
Liabilities and Fund Equity:		
<i>Liabilities:</i>		
Accounts Payable	\$ 2,720.42	\$ 835.12
Deferred Revenue	-	1,493.76
Advance from General	-	-
<i>Total Liabilities</i>	<u>2,720.42</u>	<u>2,328.88</u>
<i>Fund Equity:</i>		
Fund Balance	565.23	27,055.78
Non-Spendable Prepaid Expenses	6,629.25	6,629.25
Net Revenues/(Expenditures)	<u>36,840.96</u>	<u>(26,490.55)</u>
<i>Total Fund Equity</i>	<u>44,035.44</u>	<u>7,194.48</u>
Total Liabilities and Fund Equity	<u><u>\$ 46,755.86</u></u>	<u><u>\$ 9,523.36</u></u>

City of Baraboo
 Airport Fund 630
 Income Statement with Comparison to Budget
 For The Ten Months Ending October 31, 2020

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Revenues:	Current Month	Year to Date	Budget	Percentage of Budget
Federal Transportation Grant	\$ -	\$ -	\$ -	-
Local Transportation Aid	-	-	-	-
Gas Sales	1,033.76	5,826.33	7,000.00	83.23
Landing Fee	263.35	1,793.65	4,000.00	44.84
Appropriations_ County	-	4,100.00	4,100.00	100.00
Appropriations- City	-	39,897.00	39,897.00	100.00
Appropriations-Lake Delton	-	39,897.00	39,897.00	100.00
Interest on Investments	-	115.19	140.00	82.28
Rents and Leases	1,457.34	15,230.74	18,000.00	84.62
Ag Land Rental	-	9,500.00	13,200.00	71.97
Hangar Lot Lease	-	26,769.13	27,000.00	99.14
Hangar Keeper Fee	-	-	-	-
Hangar rental	-	-	-	-
Sale of Assets	-	-	-	-
Insurance Recoveries	-	-	-	-
Refund of Prior Years Expense	-	-	-	-
Miscellaneous Income	182.12	264.82	500.00	52.96
Proceeds from Notes	-	-	-	-
Fund Balance Applied	-	-	-	-
Total Revenues	\$ 2,936.57	\$ 143,393.86	\$ 153,734.00	93.27

Expenditures:

Airport

Wages	\$ 136.45	\$ 2,682.31	\$ 9,572.00	28.02
Social Security	9.70	279.90	713.00	39.26
Retirement	11.13	310.40	780.00	39.79
Health Insurance	42.29	712.30	1,624.00	43.86
Life Insurance	-	-	5.00	-
Income Continuation	-	-	-	-
Contracted Services	3,500.00	35,000.00	42,000.00	83.33
Publishing	-	-	40.00	-
Professional Services	300.00	13,495.70	15,000.00	89.97
Telephone	61.54	548.16	700.00	78.31
Electricity	-	6,013.02	6,000.00	100.22
Heat	-	1,199.79	1,200.00	99.98
Repair & Maint Serv-Equipment	99.84	2,076.27	9,865.00	21.05
Fuel Station Maintenance	-	499.00	1,000.00	49.90
Repair & Maint Serv-Buildings	-	1,309.76	1,250.00	104.78
Special Services	-	2,000.00	2,200.00	90.91
DOT Maintenance Agreement	-	-	-	-
Repair & Maint Serv-Facilities	369.92	5,603.72	2,635.00	212.66
Snow Removal & Mowing	-	-	-	-

Airport Fund 630

Income Statement with Comparison to Budget (Continued)

For The Ten Months Ending October 31, 2020

Expenditures (Continued):	Current Month	Year to Date	Budget	Percentage of Budget
<i>Airport (Continued)</i>				
Lighting Repairs	127.50	317.50	400.00	79.38
Runway & Taxi Repairs	6,400.00	6,400.00	6,405.00	99.92
Road Repair	-	-	-	-
Other Contracted Services	-	-	-	-
Office Supplies	-	91.09	50.00	182.18
Publications. Training. Dues	-	-	240.00	-
Travel	-	-	60.00	-
Operating Supplies	-	4,829.90	7,500.00	64.40
Gas. Diesel. Oil. Grease	151.12	3,167.81	4,500.00	70.40
Repair & Maint Materials	50.00	634.43	2,000.00	31.72
Repair & Maint - Buildings	-	42.99	2,000.00	2.15
Other Supplies & Expense	-	-	1,200.00	-
Small Equipment Purchase	-	-	500.00	-
Insurance	-	9,693.85	8,200.00	118.22
Rents and Leases	-	-	-	-
Extraordinary Expense	-	-	-	-
Equipment Purchases	-	9,645.00	12,500.00	77.16
Land or Land Improvements	-	-	13,595.00	-
Building Improvements	-	-	-	-
Facilities Improvements	-	-	-	-
Equipment Replacement	-	-	-	-
Cost Allocation	-	-	-	-
Total Airport	\$ 11,259.49	\$ 106,552.90	\$ 153,734.00	69.31
<i>Principal on Notes</i>				
Principal	\$ -	\$ -	\$ -	-
Total Principal on Notes	\$ -	\$ -	\$ -	-
<i>Interest on Notes</i>				
Interest	\$ -	\$ -	\$ -	-
Cost Reallocation	-	-	-	-
Total Interest on Notes	\$ -	\$ -	\$ -	-
Total Expenditures	\$ 11,259.49	\$ 106,552.90	\$ 153,734.00	69.31
Net Revenues/(Expenditures)	\$ (8,322.92)	\$ 36,840.96	\$ -	

City of Baraboo
 Airport Capital Imprvmnt Fund Fund 632
 Balance Sheets
 October 31, 2020 and December 31, 2019

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Assets:	<u>October 31, 2020</u>	<u>December 31, 2019</u>
<i>Current Assets:</i>		
Cash	\$ 115,210.74	\$ 132,169.19
Due from State	1,098.35	1,098.35
Due from Other Cities. Village	-	-
<i>Total Current Assets</i>	<u>116,309.09</u>	<u>133,267.54</u>
Total Assets	<u><u>\$ 116,309.09</u></u>	<u><u>\$ 133,267.54</u></u>
Liabilities and Fund Equity:		
<i>Liabilities:</i>		
Accounts Payable	\$ -	\$ 17,143.27
Due to State	-	-
Advance from Airport Operating	-	-
<i>Total Liabilities</i>	<u>-</u>	<u>17,143.27</u>
<i>Fund Equity:</i>		
Fund Balance	116,124.27	124,768.42
Net Revenues/(Expenditures)	184.82	(8,644.15)
<i>Total Fund Equity</i>	<u>116,309.09</u>	<u>116,124.27</u>
Total Liabilities and Fund Equity	<u><u>\$ 116,309.09</u></u>	<u><u>\$ 133,267.54</u></u>

City of Baraboo
 Airport Capital Imprvmnt Fund Fund 632
 Income Statement with Comparison to Budget
 For The Ten Months Ending October 31, 2020

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Revenues:	Current Month	Year to Date	Budget	Percentage of Budget
Federal Transportation Grant	\$ -	\$ -	\$ 150,000.00	-
Local Transportation Aid	-	-	8,333.00	-
Appropriations	-	-	-	-
Appropriations- City	-	-	-	-
Appropriations-Lake Delton	-	-	-	-
Interest on Investments	-	184.82	-	-
Sale of Assets	-	-	-	-
Insurance Recoveries	-	-	-	-
Refund of Prior Years Expense	-	-	-	-
Total Revenues	\$ -	\$ 184.82	\$ 158,333.00	0.12
Expenditures:				
Interest on Notes				
Interest	-	-	-	-
Total Interest on Notes	\$ -	\$ -	\$ -	-
Capital Losses				
Other Supplies & Expense	-	-	-	-
Total Capital Losses	\$ -	\$ -	\$ -	-
Airport				
Wages	-	-	-	-
Social Security	-	-	-	-
Retirement	-	-	-	-
Health Insurance	-	-	-	-
Equipment Purchases	-	-	-	-
Land or Land Improvements	-	-	-	-
Building Improvements	-	-	-	-
Facilities Improvements	-	-	166,667.00	-
Facilities Improvements-Contra	-	-	-	-
Total Airport	\$ -	\$ -	\$ 166,667.00	-
Total Expenditures	\$ -	\$ -	\$ 166,667.00	-
Net Revenues/(Expenditures)	\$ -	\$ 184.82	\$ (8,334.00)	

Finance/Personnel Committee–Dennis Thurow Committee Room, #205**October 27, 2020****Members Present:** Petty, Kent**Absent:** Sloan**Others Present:** Mayor Palm, Adm. Geick, Atty Truman, Clerk Zeman, C. Haggard, W. Peterson, T. Pinion, K. Stieve (at 6:45pm), C. Bradley

Call to Order –Ald. Petty called the meeting to order at 6:30p.m. noting compliance with the Open Meeting Law. Moved by Kent, seconded by Petty to approve the minutes of October 13, 2020 with the revision that Atty. Truman was in attendance. Motion carried unanimously. Moved by Kent, seconded by Sloan to approve the agenda and carried unanimously.

Action Items

- a) **Accounts Payable** – Moved by Kent, seconded by Petty to recommend to Council for approval of the accounts payable for **\$1,199,917.34**. Motion carried unanimously.
- b) **2021 Final Budget** – C. Haggard presented the 2021 Final Budget for review. Moved by Kent, seconded by Petty to recommend the 2021 budget to Council for action. Motion carried unanimously.
- c) **2021 Alma Waite Funds** – C. Haggard informed the Committee that \$9,118 is available for 2021 and 4 applications requesting the use of these funds were received. After review of the applications and prioritizing them based on the use of these funds, motion by Kent, seconded by Petty to approve the following disbursement of 2021 Alma Waite Funds: \$4,000 Oschner Park Zoo Sidewalk, \$1,706 for Concerts on the Square, \$1,706 for Al Ringling Theatre Friends, and \$1,706 for Baraboo Acts Coalition. Motion carried unanimously.
- d) **Public Works Purchase** – T. Pinion explained that they have had the chance to test drive a diagnostic workstation to make sure it will work with all of our fleet. While we were planning on leasing it over the course of 3-years, because we have funds remaining, it was recommended by the Finance Department that we purchase the equipment. Moved by Kent, seconded by Petty to recommend the purchase of a Snap-On ProLink Edge from Snap-On Industrial for a purchase price of \$11,643.99 to council for action. Motion carried unanimously.
- e) **Budget Amendments** – The Committee reviewed the 3rd Qtr. 2020 budget amendments. Moved by Kent, seconded by Petty to recommend the budget amendments to Council for action. Motion carried unanimously.

Information Items

- Finance Director Financial Statements –
 - i. 3rd Qtr. City General Fund Financial Report

Adjournment – Moved by Kent, seconded by Petty and carried to adjourn at 6:53pm.
Brenda Zeman, City Clerk